



CORPORATE HEADQUARTERS 17905 South Broadway • P O Box 470 • Gardena CA 90247 • 310/767 3400 • FAX 310/767 3411

LESLIE MOREAU
Delivery 17905 S Broadway Gardena CA 90248
Mail P O Box 470 Gardena CA 90247
Phone 310/767 3436 • Fax 310/767 3457
E mail Imoreau@elixirind.com

June 17, 2005

Ms G Marie Watts
Enforcement Specialist
U S Environmental Protection Agency
Remedial Enforcement Support Section
77 W Jackson SR-6J
Chicago, IL 60604

SUBJECT RESPONSE TO REQUEST FOR INFORMATION HIMCO DUMPSITE SUPERFUND, ELKHART, IN

Dear Ms Watts

On behalf of Elixir Industries, which includes Alum-A-Form Company and Broadway-Elkhart Corporation ("Elixir"), we are responding to Mr Marks' request for information pursuant to Section 104e of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended (the "Request")

General Statement

No incidental or implied admissions are intended by this response. The fact that Elixir answers the Request should not be taken as an admission that Elixir accepts or admits the existence of any facts assumed by the Request, or that any answer constitutes admissible evidence as to any such assumed facts. The fact that Elixir has answered part or all of the Request is not intended to and shall not be construed to be a waiver of any part of any objection to any part of the Request.

Elixir objects to the Request to the extent that the Request seeks documents and information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege

The responses herein are based on Elixir's present knowledge of the relevant facts and review of relevant documents in Elixir's present possession. These responses are made without prejudice to Elixir's right to provide voluntarily any additional responses or revise the responses provided herein in light of additional information discovered hereafter.

Elixir has interviewed current and former employees and searched for relevant and responsive documents for the period 1965, when it began operating in the Elkhart area, until 1976 when the Himco Dump closed Elixir did not interview all of its former employees or all of its current employees. Since the time period at issue is so many years ago and documents are periodically destroyed in the normal course of business, Elixir has not been able to locate any records regarding the generation or disposal

of waste or any contracts or agreements related to trash pick-up from its facilities in the Elkhart region. We provide the attached responses based primarily on interviews with former employees. Attachment A contains Elixir's response to the Request.

Confidentiality

Elixir asserts business confidentiality claims over the information provided in response to Request Nos. 9, 10(b) and 10(c). This information should be considered confidential for ten years since it involves sensitive business and financial information. 26 USC Section 6103 requires the government to treat as confidential, and not disclose, income tax returns or related financial information. The disclosure of federal income tax returns, financial statements, and assets and liabilities of Elixir would likely result in substantial harm to Elixir's competitive position by revealing important financial information about the company. Income streams, debt levels, reserves, etc. are critical proprietary information which could be used by competitors and other third parties to undermine Elixir's business. Elixir maintains this information as confidential and shares it with appropriate third parties, like lenders, on a confidential, need-to-know basis.

We are providing the requested responses to Nos. 9, 10(b) and 10(c) as Attachment B in enclosed envelopes marked "Confidential."

Certification

I certify under a penalty of law that this document and all enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Please direct any further questions or comments to Michael Scott Feeley of Latham & Watkins, 633 West Fifth Street, Los Angeles, California 90071; his telephone number is 213-891-7895.

Sincerely,

Leslie Moreau

Corporate Administrative

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Executive

twg

Enclosures

cc: Ro

Robert D. Cuthbertson, CFO Michael Scott Feeley, Esq.

ATTACHMENT A

Identify all persons consulted in the preparation of the answers to this Information Request

Leslie Moreau, employee, Elixir Industries, Corporate Offices, 17905 South Broadway, Gardena, CA 90248, 310-767-3436, Corporate Administrative Executive

Robert D Cuthbertson, employee, Elixir Industries, Corporate Offices, 17905 South Broadway, Gardena, CA 90248, 310-767-3414, Chief Financial Officer

Lea Gerber, employee, Elixir Industries, Corporate Offices, 17905 South Broadway, Gardena, CA 90248, 310-767-3460, Risk Manager and Director-Insurance and Benefits Department

Thomas A Martin, employee, Elixir Industries, Corporate Offices, 17925 South Broadway, Gardena, CA 90248, 310-767-3415, Special Projects Manager

Troy Collins, employee, Elixir Industries, Regional Support Office, 640 Collins Road, Elkhart, IN 46516, 574-294-5685, Ext 7263, Regional Office Manager

Jeffrey F Mynsberge, employee, Elixir Industries, Indiana Extrusion Division, 5201 Lincolnway East, Mishawaka, IN 46544, 574-259-7133, Engineer

Maurice Mynsberge, former employee, retired, formerly Div Mgr of Indiana Extrusion Division 28, current home address and phone 614 West 11th Street, Mishawaka, IN 46544, 574-255-8380

Harold Wyland, former employee, formerly Regional Vice President, current business address and phone Wyland's Marine, 13100 Jefferson Blvd, Mishawaka, IN 46545, 574-259-1770

Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents

A search of records has not identified any relevant and responsive documents for the 1965-1976 period other than insurance information set forth in response to Request No 8

If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Requests or who may be able to provide additional responsive documents, identify such person

We have not identified anyone other than those individuals listed in response to Request No 1 above

4 List the EPA Identification Numbers of the Respondent

Elixir Industries, 640 Collins Road, Elkhart, IN 46526 EPA ID 110009568422

Elixir Industries, 5201 Lincoln Way East, Mishawaka, IN 46544 EPA ID 110003087873

Identify the acts or omissions of any person, other than your employees, contractors, or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants, (e g, solid, liquid) and damages resulting therefrom

None

Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of material at the site

Tom Martin, Maury Mynsberge, Harold Wyland See response to Request No 1 above for contact information

Identify all persons, including yourself, who may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment, of waste materials, including hazardous substances, at the Site

Tom Martin, Maury Mynsberge, Harold Wyland See response to Request No 1 above for contact information

In addition, identify the following

a) The persons with whom you or such persons made such arrangements,

Unknown

b) Every date on which such arrangements took place,

Unknown

c) For each transaction, the nature or the waste material or hazardous substance, including the chemical content, characteristics, physical state (e g, solid, liquid), and the process for which the substance was used or the process which generated the substance,

The facilities generated trash waste materials in solid form, including office wastepaper, food scraps, and other common household-type waste, cardboard, scrap metal, wood, and Styrofoam

The facilities manufactured parts for RVs and mobile homes The processes generating waste included metal fabrication, adhesive and sealant manufacturing, and component parts assembly

d) The owner of the waste materials or hazardous substances so accepted or transported,

Elixir Industries, a California corporation

e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions,

Unknown

f) All tests, analyses, and analytical results concerning the waste materials,

None

g) The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported,

Unknown

h) The amount paid in connection with each transaction, the method of payment, and Unknown

Where the person identified in g, above, intended to have such hazardous substances or waste materials transported and all evidence of this intent,

Unknown

J) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal,

Unknown

k) What was actually done to the waste materials or hazardous substances once they were brought to the Site,

Unknown

1) The final disposition of each of the waste materials or hazardous substances involved in such transactions,

Unknown

m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substance involved in each transaction.

Unknown

n) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers,

Waste materials were contained in a metal bin(s) The bin(s) was periodically emptied by the trash hauler, believed to be Himco We are unaware of any markings on the bin(s)

o) The price paid for (1) transport, (11) disposal, or (111) both of each waste material and hazardous substance,

Unknown

p) All documents containing information responsive to a-o above, or in lieu of identification of all relevant documents, provide copies of all such documents, and

A search of records has not identified any relevant and responsive documents

- q) All persons with knowledge, information, or documents responsive to a-p above
 - Tom Martin, Maury Mynsberge, and Harold Wyland See response to Request No 6 above
- Identify all liability insurance policies held by Respondent from the Company's origin to the present. In identifying such policies, state the name and address of each such insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, nonsudden, or both types of accidents. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

Copies of insurance policies from the relevant time period are enclosed

9 Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last three years

See enclosed envelope marked Confidential for 2001, 2002 and 2003 income tax returns

- 10 If Respondent is a Corporation, respond to the following requests
 - a) Provide a copy of the Articles of Incorporation and Bylaws of the Respondent

 See enclosures
 - b) Provide Respondent's financial statements for the past five fiscal years, including but not limited to those filed with the Internal Revenue Service and Securities and Exchange Commission
 - See enclosed envelope marked Confidential
 - c) Identify all of the Respondent's current assets and liabilities and the persons who currently own or are responsible for such assets and liabilities
 - See response to Request No 10b above Respondent's shareholders are Sahm Family Trust, Ramona A Sahm, and Christopher A Sahm
 - d) Identify the Parent Corporation and all Subsidiaries of the Respondent

 Parent None Subsidiary Garden Insurance Company of Vermont
- If Respondent is a Partnership, provide copies of the Partnership Agreement

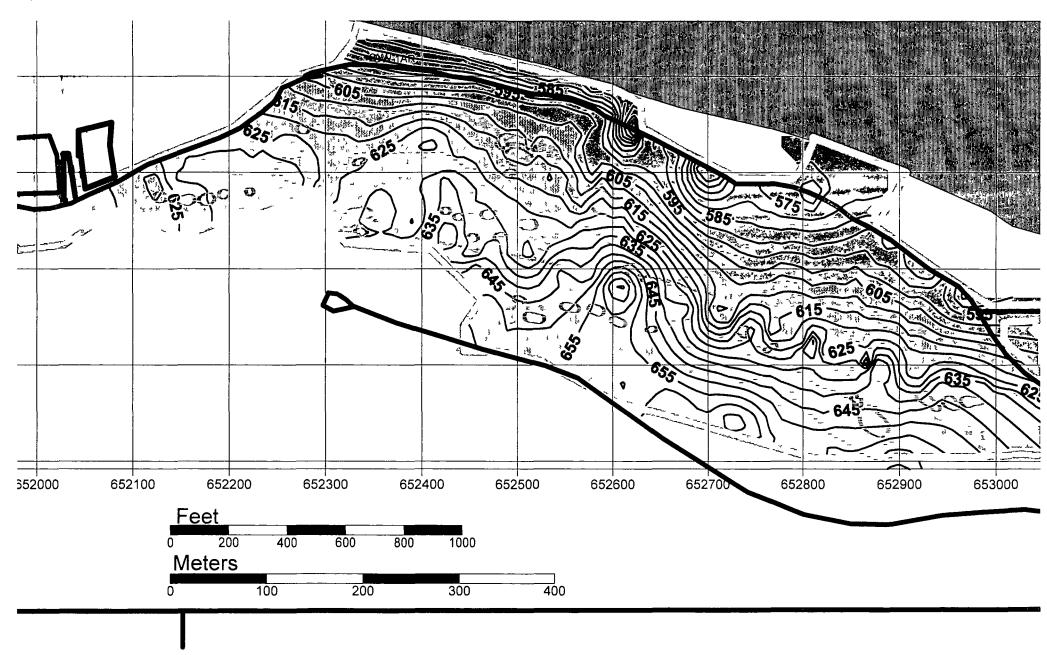
 Not applicable
- 12 If Respondent is a Trust, provide all relevant agreements and documents to support this claim

Not applicable

ATTACHMENT B

Elixir Confidential Responses to Request for Information pursuant to Section 104e of CERCLA for Himco Dump Site

- 9 Elixir's federal income tax returns for 2001, 2002 and 2003 are enclosed
- 10(b) Elixir's financial statements for 2000, 2001, 2002, 2003 and 2004 are enclosed



RESPONSE TO REQUEST NO 1060) and NO 1060)

CONFIDENTIAL

(SFD#2430)

COCKER IN SFD CBI Room 72 3/15/13

RESPONSE TO REQUEST NO 9

CONFIDENTIAL (SFD# 2430) (SFD# 3430) Cochect in SFD CBI Room T2-3/15/13

RESPONSE TO REGUEST NO. 8

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HOME OFFICE - LOS ANGELES CALIFORNIA DECLARATIONS Item 1 ELIXIR I IDUSTRIES, INC. A CALIFORNIA CORP. Name and 17809 S. DROADWAY Address of CARDENA, CALIP. 90249 Name Address 680 WILSHIRE BLVD.	· No
Item 1 ELIXIR I IDUSTRIES, INC. A CALIFORNIA CORP. Name and 17809 S. DROADWAY Producers WILSHIRE INSURANCE Address of GARDENA, CALIP. 90249 Name Address 680 WILSHIRE BLVD.	
Name and 17809 S. DROADWAY Address of GARDENA, CALIP. 90249 Producers WILSHIRE INSURANCE Name Address 680 WILSHIRE BLVD.	L OF
Address of GARDENA, CALIP. 90249 Name Address 680 WILSHIRE BLVD.	
	AGENCA
Insured is Individual Corporation Partnership The operation of the Insured is	
Item 2 Policy Period (Mo. Day Y.)	

to 7-7-76 \ Term

From

	12 O1 A M standard time at the ad	dress of the named i	nsured as stated here	ın				
		cation of Coverage				ı		
	and as further defined in the Prima							
3	Primary Insurance Insurer(s) and (1) CALIFORNIA UNI					G 001542		
i	``' 	OH T 130 KAN	CE COMPANI	 _	Policy No ZC	0 001342		
4	(2) Description of Coverage or Vehicle	<u> </u>			Policy No			
	EXCESS PRODUCT		Y.					
5	The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such overage shall be as stated herein subject to all the terms of this policy having reference thereto							
[Coverages	Premium	SECTION I	IN EXCESS OF	SECTION II	SECTION III		
	On Act affe?		Co	ompany Limits	Underlying Lin	nits Total Limits		
}	A Bodily Injury—Auto	\$	\$	Each Person	\$	\$		
1		\$	\$	Each Accident or Occurrence	\$	\$		
}	Bodily Injury-Other	\$	\$	Each Person	\$	\$		
		\$	\$	Each Accident or Occurrence	\$	\$		
		\$	\$	Aggregate Products	\$	\$		
	B Property Damage Automobile	\$	\$	Each Accident or Occurrence	\$	\$		
	C Property Damage	\$	\$	Each Accident or Occurrence	\$	\$		
	Except Automobile	\$	\$	Aggregate Operations	\$	\$		
		\$	\$	Aggregate Protective	\$	\$		
1		\$	\$	Aggregate Products	(\$	\$		
	0.00	\$	\$ 222	Aggregate Contractual	\$	3 0500 000		
	D Combined Single Limit Bodily Injury and/or Property Damage	\$4,000.	\$200,000.	Each Accident or Occurrence Aggregate	\$ 300,000			
	E Other	8 331634	\$ 200,000.	Aggregate	\$ 300,000	3. 5300,000.		
	L Other	\$	1					
	Total	\$4.000.				 		
6	Premium Computation							
	Premium Basis		Est	smated Exposure	Rate	Premium		
	sce and. \$1		_			1 54,000. DEPOSIT		
L	Deposit Premium \$4,400 Minimum Premium \$ - Audit Period SEF END. \$2							

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FREMONT INDEMNITY COMPANY

Policy No

HOME OFFICE - LOS ANGELES CALIFORNIA

ELP 0014779

DECLARATIONS

ELIXIR INDUSTRIES, INC. A CALIFORNIA CORP. Item 1

Name and 17809 S. BROADWAY

Address of GARDENA, CALIP. 90249

& Zip Code

WILSHIRE INSURANCE AGENCY Name Address 680 WILSHIRE BLVD. \$400 LOS ANGELES, CALIP. 90005

Insured is	☐ Individual	Corporation	Partnership
The operati	ion of the Insured	IS	

Item 2 Policy Period (Mo Day Yr) 9-1-75

7-7-76 to

Term

12 01 A M standard time at the address of the named insured as stated herein

ECT	125
- 13	15 3

1	1	ocation of Coverage				
1	and as further defined in the Prima	•				
3	Primary Insurance Insurer(s) and		iding renewals/or res	lacements thereof)	=	
	(1) CALIFORNIA UNI				Policy No ZCG	001542
Ì	(2)	ON THE STA	CE COMPANI		Policy No	VV1344
4	Description of Coverage or Vehicle	(e)			Tolley Ito	
·	EXCESS PRODUCT		·γ			
5	The insurance afforded is only with the Company's liability against each	respect to such of	the following coverage			
İ	C	Premium	SECTION I	IN EXCESS OF	SECTION II	SECTION III
1	Coverages	Premium	C	ompany Limits	Underlying Limits	Total Limits
i	A Bodily Injury-Auto	\$	\$	Each Person	\$	\$
Ì		\$	\$	Each Accident or Occurrence	\$	\$
	Bodily Injury-Other	\$	\$	Each Person	\$	\$
		\$	\$	Each Accident or Occurrence	\$	\$
		\$	\$	Aggregate Products	\$	\$
	B Property Damage Automobile	\$	\$	Each Accident or Occurrence	\$	\$
	C Property Damage	\$	\$	Each Accident or Occurrence	\$	\$
	Except Automobile	\$	\$	Aggregate Operations	\$	\$
		\$	\$	Aggregate Protective	\$	\$
		\$	\$	Aggregate Products	\$	\\$
		\$	\$	Aggregate Contractual	\$	\$
	D Combined Single Limit Bodily		\$200,000.	Each Accident or Occurrence	\$ 300,000.	\$500,000.
	Injury and/or Property Damage	\$ INCL.	\$200,000.	Aggregate	\$ 300,000.	\$500.000.
	E Other	\$				
]\$				
	Total	\$4,000.				
6	Premium Computation		,			
	Premium Basi	<u> </u>	Es	timated Exposure	Rate	Premium
_	SEE END. #1		Manage Program		SEE END. 1	\$4,000. DEPOSIT

		*

IT IS AGREED THE PREMIUM SHALL BE AJUSTED AT THE FOLLOWING RATES

- 1) \$1.62 PER \$1,000 GROSS RECEIPTS ON RANGES AND WATER HEATERS
 2) \$.081PER \$1,000. GROSS RECEIPTS ON ALL OTHER

All oth t ms and conditions ema n unchanged

Att hid to d fom gp t No LLP 0014779	
HADEDA EA OB COM DONLY E ECT VEA E N ONDA EO PO Y BLIXIR INDUSTRIES, INC. A CALIF.	☐ LEMAC AND ASSOCIATES INC
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IT IS AGREED PILITUI IS PAYABLE I. LASTALLIENTS AS FOLLOWS

\$4,000	DEFOSIT	-	SEPTEMBER	1,	1975
ب2 , 359.	DEPOSIT	-	DLCEMBER	1,	1975
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☑ FREMONT INDEMNITY COMPANY

☐ LEMAC AND ASSOCIATES INC

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\$2,359. DEPOSIT - MARCH	1,	1976
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	ELIXIR INDUSTRIES, INC. A CALIF.	☐ LEMAC AND ASSOCIATES INC
Issued to	9-1-75	By
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S L ALEXANDER INSURANCE SERVICES 3435 WILSHIRE BLVD SUITE 2018 LOS ANGELES CA 90010 (213) 385 7182 TELEX 67 3259

INSURANCE BINDER

THIS IS TO CERTIFY that the undersigned have procured Insurance as hereinafter specified from certain Insurers Insurance described herein has been effected against which a Certificate(s) and/or Policy(ies) will be issued and in the event of any inconsistency the terms conditions and provisions of the Certificate(s) and/or Policy(ies) shall prevail

Assured and Address	Elixer Industries 17925 So Broadway Gardena, CA 90248			
Limits	\$5,000,000 Excess \$2,000,000 E	Excess l	Jnderlying	
Coverage	Excess Umbrella			
Remarks	Premium \$45,000			
Schedule of Underwrite	_ % with Underwriters at Lloyd's London			
100	% with Certain Insurance Companies % with Fremont Indemnity	1		
Penod30	days_from7/28/77 ays at 12 01 a m standard time at place	to	8/27/77 nce	
thereto as the Cert	is Binder to cease at the last above named date at the ificate(s) and/or Policy(ies) may be issued on the above regred are not the Insurers however Insurance has been ef	risk or unles	s previously cancelled in writing	or
1m	Angeles, CA This25th	•	July	19 <u>77</u>
	shire Insurance Agency Wilshree Place, Ste 400	٦		
	Angeles, CA 90005		S L ALEXANDER INCURANCE SE	RVICES
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FREMONT INDEMNITY COMPANY

Policy No

HOME OFFICE - LOS ANGELES CALIFORNIA

GC 28290

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DECLARATIONS

RENEWAL OF

HTH

Name and ELIXIP INDUSTRIES
Address of 17925 SO BROADFAY
Insured GARDENA, CA 90248

Producer s

Name Address S I. ALEXANDER INS SERVICES

& Zip Code 3435 WILSHI'E BLVD

LOS AMGELES, CA 90010

Policy Period (Mo Day Yr)

From 7-28-77 to 7-28-78 Term
12 01 A M standard time at the address of the named insured as stated herein

ONE YEAR

Description and Location of property covered

WOLLDWIDE

EXTRA

e limit of the company s liability shall be as stated COVERAGE OR CONDITIONS	AMOUNT OF INSURANCE	PREMIUM
EYCE'S COMMERCIAL UMBRELLA LIABILITY	SPE PCWSU 5	\$45,000
	-	Audit Period

Forms Attached

PCWSU 5, - PCP 2a

No similar insurance has been canceled by any insurance carrier during the past year—except

NO EXCEPTIONS

fug 23 1377

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto as provided in this policy.

MG ns

Countersigned by _

Licensed Res dent Agent or Authorized Representative

GENERAL COVER POLICY

FREMONT INDEMNITY COMPANY

HOME OFFICE - LOS ANGELES CALIFORNIA

Policy No GC 28290

DECLARATIONS

CERTIFICATE OF INSURANCE

RENEWAL OF HIM

Name and Address of

Insured

CLIXIP IMPOSTRIES 17925 SO YAMEKORE GARDENA, CA 90248

Producer s

Name Address & Zip Code

S L ALEXANDER INS 3435 WILSHIPE BLVD

LOS AMGLERS, CA 90010

Policy Period (Mo Day Yr)

From 7-28-77

to 12 01 A M standard time at the address of the named insured as stated herein

7-28-78

ONE YEAR

Description and Location of property covered

WORLDWIDE

COVERAGE OR CONDITIONS

The limit of the company's liability shall be as stated herein subject to all of the terms of this policy having reference thereto

_ 'C_'S COMPATRIAL TETTLEA LIBBILITY

SPE POWER 5

AMOUNT OF INSURANCE

\$45 003

PREMIUM

PLAT Audit Period

Forms Attached

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PCMSU 5, TANDE PCP 28 1 11 1 bei

No similar insurance has been canceled by any insurance carrier during the past year—except

NO EXCEPTIONS

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated which are hereby made a part of this policy together with such other provisions stipulations and agreements as may be added hereto as provided in this policy

MC na

Countersigned by

Licensed Resident Agent or Authorized Replesentative

This certificate is furnished as a memorandum of the policy referred to herein as of the date of issue of said policy. The policy may be endorsed, altered, transferred, assigned or canceled without notice to the holder of this certificate

PCP 3 (4 73)

FREMONT INDEMNITY COMPANY

LOS ANGELES CALIFORNIA

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7. P. S. S.

Incorporated by the State of California as a Stock Insurance Company

Hereinafter Called the Company

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Agrees with the Named Insured in consideration of the payment of the premium and in reliance upon the statements herein made and subject to the limits of liability exclusions conditions and other terms of this policy

CONDITIONS

Exclusions Notwithstanding anything to the contrary contained herein this policy or any endorsements amendments or attachments hereto shall not cover loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority

Notification of Claims The Insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give written notice to the Company or its nearest authorized representative as soon as practicable

Any provisions or conditions appearing in any forms attached hereto and made a part hereof, which conflict with or after the policy provisions stated above shall supersede the provisions appearing hereon insofar as the latter are inconsistent with the provisions appearing in such attached forms

Valuation Payment Replacement Recoveries The Company shall in no case be liable for more than the actual cash value of the lost destroyed or damaged property at the close of business on the business day next preceding the day on which the loss was discovered nor for more than the actual cost of repairing or replacing such property. The Company may repair any damage or replace any lost destroyed or damaged property with property of like quality and value or pay for the same in money as the Company may elect

Other Insurance If the Insured has other insurance against a loss covered by this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss

Fraudulent Claims If the Insured shall make any claim under this policy knowing the claim to be false or fraudulent as regards amount or otherwise this policy shall become void and all claims hereunder shall be forfeited

Assignment Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon if however the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period this policy unless cancelled shall if written notice be given to the Company within sixty days after the date of such death or adjudication cover the Named Insured's legal representative as the Named Insured

Bankruptcy of Insured Bankruptcy or Insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations

Cancellation (Applicable if policy is written on flat premium basis) This policy may be cancelled at any time by the Insured on the basis of the Company is short rate table by written notice or by surrender of the policy to the Company. This policy may also be cancelled with or without the return or tender of the unearned premium by the Company by delivering to the Insured or by mailing to the Insured by registered or unregistered mail at the Insured's address as shown herein written notice stating when not later than ten days thereafter the cancellation shall be effective and in such case the Company shall refund the paid premium less the earned portion thereof. In the event premium refund s not made at the time cancellation is effected it shall be made as soon thereafter as practicable. The mailing of notice by the Company shall be s. If friend proof of notice and this policy shall terminate at the date and hour spec fied in such notice

Cancellation (Applicable if policy is written on adjustable premium basis). This policy may be cancelled at any time by the Insured by written notice or by surrender of the policy to the Company. This policy may also be cancelled with or without the return or tender of the unearned premium by the Company by deliver g to the Insured or by mailing to the Insured by registered or unregistered at the Insured's address as shown herein written notice stating when not later than ten days thereafter the cancellation shall be effective. The mailing of notice by the Company shall be sufficient proof of not ce and this policy shall term nate at the date and hour specified in such notice. If cancelled by the Insured, the Company shall retain the earned premium as calculated on the adjustable basis contained herein or short rate premium calculated accord g to the Company's short rate table on the minimum premium stipulated herein whichever is the greater. If cancelled by the Company the Company shall retain the earned premium as calculated on the adjustable basis contained herein or pro rata of the minimum premium, whichever is the greate. In the eight premium refund is not made at the time cancellation is effected it shall be made as soon thereafter as practicable

NUCLEAR ENERGY LIABILITY EXCLUSION

_The following e.cl s on applies in addition to those stated as applicable in the Pr mary I s ance

This policy does of apply

- Unde a y Lability Colerage to injury sickness disease death or
 - (a) with espect to which an insured under the policy is also an insured u der a uclear energy liabil ty policy issued by Nuclear Energy Labity ins race Assocato Mutual Atomic Energy Liabity U derwit sor Nucleir Insula ce Assocato of Canada or wolld be a s ed under any such policy but for its termination upon exha sto of ts I m t of liab lity or
- (b) result g f om the haza dous propert es of nuclear material and with respect to which (1) any person or organization is required to ma tain financial protection pursuant to the Atomic Energy Act of 1954 o a y law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any age by the eof with any person or organization
- 2 U de a y Medical E pense Coverage to expenses incurred with espect to bodly | y s ck ess d sease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a luclear facility by any person or organization
- Under any Labity Coverage to injury sickness disease death or destruct o es it ng from the hazardous properties of nuclear material
 - (a) the nuclea mate at (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or d spersed therefrom
 - (b) the clea material is contained in spent fuel or waste at any time possessed ha died used processed stored transported or disposed of by or on behalf of an insured or
 - (c) the injuly sickness disease death or destruction arises out of the fu shig by a is red of services materials parts or equipment n connection with the plaining construction maintenance ope at o or use of a y nuclear facility but if such facility s located within the United States of America its territories or possess o s o Canada th s exclus o applies only to nju y to or destruct on of property at s chind ___ facility

As used in this eliclusion

- haza do sipiope ties include radioactive toxic or explosive proper t es
- nuclear material mea s source material special nuclear material or by grod ct mate al
- so ce mate l spec al clea material and byproduct mate. I have the mea gs g en them in the Atomic Energy Act of 1954 o a y I wam d tory the eof
- sp t f el meas a y f el eleme t o fuel component solid or lig d which has been used or exposed to radiation in a nuclear reactor
- waste means a y waste material (1) containing byproduct material and {2} result gifrom the operation by any person or organization of . any nuclea facility of ded with the definition of nuclear facility under parag aph (a) or (b) thereof

nuclear fac lity means

- (a) any nuclear reactor
- (b) any equipment or delice designed or used for (1) separating the sotopes of ra mo pl to um (2) process g or ut lizing spent f el o (3) ha di g p ocess ng or packag ng waste
- (c) any equipment or de ice used for the processing fabricating or alloying of special luclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipme it or device is located consists of or contains more than 25 gams of plutonium or uranium 233 or any comb at o the eof o more than 250 grams of uranium 235
- (d) any structule basin excavation premises or place prepared or used for the sto age or d sposal of waste
- and includes the site on which any of the foregoing slocated all ope at ons conducted on such site and all premises used for such operations
- clea eactor meals any apparatus designed or used to sustain nuclear fission in a self's poorting chain reaction or to contain a or tical mass of fission able material
- With respect to injury to a destruction of property, the word injury or destruct o nc! de forms of radioactive contamilation of property

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NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not apply

who estates and

- 1 Under any Liability Coverage to injury sickness disease death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- 2 Under any Medical Expense Coverage to expenses incurred with respect to bodily injury sickness disease or death result ing from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- 3 Under any Liability Coverage to injury sickness disease death or destruction resulting from the hazardous properties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured
 - (c) the injury sickness disease death or destruction arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility

ATTACHED TO GC 28290

ISSUED TO ELIXIR INDUSTRIES

EFFECTIVE 7-28-77

As used in this exclusion

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material special nuclear material or by product material

source material special nuclear material and by product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separa ting the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or pack aging waste
- (c) any equipment or device used for the processing fabrica ting or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place pre pared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material

With respect to injury to or destruction of property the word injury or destruction includes all forms of radioactive contamination of property

FREMONT	INDEMNITY	COMPANY	
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PCP 2a (4/77)

EXCESS UMBRLLLA POLICY

NAMED INSURED

As stated in Ite

of the Delcarations forming a part hereof

and/or subsidiary associated affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company

INSURING AGREEMENTS

I COVERAGE

The Company hereby agrees subject to the limitations terms and conditions hereinafter mentioned to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law
- or (b) assumed under contract or agreement by the Named Insured and/or any officer director stockholder partner or employee of the Named Insured while acting in his capacity as such

for damages direct or consequential and expenses on account of -

- (1) Personal injuries including death at any time resulting therefrom
- (2) Property damage
- (3) Advertising liability

caused by or arising out of each occurrence happening anywhere in the world and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by (hereinafter called the Underlying Umbrella Insurer(s))

II LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurer(s) have paid or have been held liable to pay the full amount of the respective ultimate net loss liability as follows

\$ (as stated in Item 3 of the Declarations)

ultimate net loss in respect of each occurrence but

\$ (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate net loss in all respect of each occurrence-subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non fatal) by Occupational Disease sustained by any employees of the Insured

CONDITIONS

1 PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess I olicy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or proper ty damage without payment of additional premium

2 MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms definitions exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder

PCWSU 5 (8/72)

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the cur rency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or-occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies

3 CANCELLATION -

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days thereafter cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this policy shall and on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to muling.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company make no payment or tender of return premium.

4 OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy other than insurance that is in excess of the insurance afforded by this Policy the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance

DECLARATIONS

ITEM	I	Named Insured	ELIXIR INDUSTRIES
ITEM	2	Underlying Umbrella Policies	COLUMBIA CASUALTY - T B A
ITEM	3	Underlying Umbrella Limits (Insuring Agreement II)	\$5,000,000 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
ITEM	4	Underlying Umbrella Aggregate Limits (Insuring Agreement II)	\$5,000,000
ITEM	5	Limit of Liability (Insuring Agreement II)	\$2,000,000
ITEM	6	Aggregate Limit of Liability (Insuring Agreement II)	\$2,000,000

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ludi ELIXIR INDUSTRIES					_
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In consideration of	
an additional premium of	_
a return premium of	_
(X) the premium charged	
it is hereby agreed that	
1 Name of Insured 2 Address of Insu ed 3 Inception Date	6 M n um Prem um 7 Deposit Premium 8 Aud t Period
4 Expiration Date 5 Principal Location	9 Coverage 10 Lmt X 11 FORM PCWSU 5 DECLARATIONS
is amended to	
ITEM 3 UNDERLYING UMBRELLA LIMITS INSURING AGREEMENT II	\$2,000,000 EACH OCCURRENCE
ITEM 4 UNDERLYING UMBRELLA AGGREGATE LIMITS, INSURING AGREEMENT II	\$2,000,000 ANNUAL AGGREGATE WHERE APPLICABLE
ITEM 5 LIMIT OF LIABILITY	\$5,000,000 EACH OCCURRENCE
ITEM 6 AGGREGATE LIMIT OF LIABILITY INSURING AGREEMENT II	\$5,000,000 ANNUAL AGGREGATE WHERE APPLICABLE
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	alter waive or extend and of the telms conditions agreements or gelsewhere in this policy shall be held to valy alter waive or limit insement.
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Le ed to ELIXIR INDUSTRIES	LEMAC AND ASSOCIATES INC

PCE 34 (11/73)

Effective

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LEVAC AND ASSOCIATES INC	'	
a return premium of	ENDORSEME	NT NO 2
a return premium of	In consideration of	
It is hereby agreed that 1 Name of Insured	an additional premium of	
I Name of Insured 1 Name of Insured 2 Address of Insured 3 Deposit Premium 3 Inception Date 4 Expiration Date 5 Principal Location 10 Limit 11 FORM PCWSU - 5 DECLARATIONS 12 Insured 12 Insured 3 New York PCWSU - 5 DECLARATIONS 13 amended to UNDERLYING UMBRELLA CARRIER IS AMENDED TO READ PINE TOP INS CO PELICY # UP 500210 ONLY ITEMS MARKED X ARE AFFECTED ALL OTHERS REMAIN UNCHANGED Nothing in this endorsement shall be held to vary alter was elected and of the terms conditions agreements or limitations of this policy other than as above stated Nothing elsewhere in this policy shall be held to vary alter was elected and of the terms conditions agreements or limitations of this policy other than as above stated Nothing elsewhere in this policy shall be held to vary alter was elected and of the terms conditions agreements or limitations of this policy other than as above stated Nothing elsewhere in this policy shall be held to vary alter was elected and of the terms conditions agreements or limitations of the sendorsement	a return premium of	
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	A Stock Insurance Company, herein called the Company)	· • • • • • • • • • • • • • • • • • • •
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PREMIUM # 3010 1-1-14 DAN # 699 RATE # 996	7000 30) J T INC TI 1 V 7000 30 J L -1-75 V L T	
IN WIT President and Secretary tative of the Company	TNESS WHEREOF the Company has caused this policy at New York New York and countersigned by a duly a	to be signed by it inthorized represen-
P E /	Lath English Preside	in The
PAUREIART	by:' date:	NT (/
	Countersigned by Author zed Representat	ive

This endorsement effecti e

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forms a part of

A atomic Disposer Co + dev of Elexan lnd #3

CE 275-00-48 policy No

ssued to

bу

NAME OF INSURED

IT IS AGREED THAT THE COMPLETE NAMED INSURED SHALL READ AS FOLLOWS

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION) \checkmark WARD AND SON, INC \ ATOMIC DISPOSER CORPORATION CUSTOM ALUMINUM MANUFACTURING CO . INC / TRU-FORM, INC \checkmark ROLAND R SAHM, AN INDIVIDUAL V ROMONA A SAHM, AN INDIVIDUAL V JERRY RAPPORT, AN INDIVIDUAL
AGNES RAPPORT, AN INDIVIDUAL HOWARD F WARD, INC V PROP OWNERS WA WARD PROPERTIES, INC & ? & L EXTRUSIONS, INC

DOING BUSINESS AS V

INACTIVE ENTITIES

TRAVEL TRIM & VENT CO ALUM-A-FORM CONPANY BROADWAY METALS & FABRICATORS NORTHWEST MOBILE PRODUCTS / G & L STEEL COMPANY B ROADWAY - CLKHART J RIXILE MOBILE TRIM J **FUMETCO** MTC SUPPLY V RECREATIONAL VEHICLE CENTERS OF AMERICA · PAX CITTULE

#1

Eleju Window Corp, Elexer Exploration Corp, + Carl Moires, Wm ashen + David D Steins in Spirited # 3

Fo m 1803

This endorsement effects e M

policy No CE 275-00-48

issued to

forms a part of

bу

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC./
BROADWAY ELKHART, INC /
BMF CORPORATION /
ELIXIR CORPORATION /
G & L STEEL CORPORATION /
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY WOVED SUBSIDIARIES /

#1

A tho d Rep sentative

Fo m 1803

ENDORSEMENT # 2

This endorsement effect e 7-1-73

forms a part of

policy No CE 275-00-48

ssued to

ELIXER INDUSTRIES ET AL

by

AMERICAN HOME ASSURANCE COMPANY

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED TO THE NAMED INSURED (EMPORSEMENT # 1) UNDER SECTION, DOING BUSINESS AS:

R & L EXTRUSIONS +

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

A tho dRp se t

ENDORSEMENT #3

This endorsement effective 12 01 A 7-1-74

forms a part of

policy No

issued to CE 275-00-48

ELIXIR INDUSTRIES ET AL

bу

AMERICAN HOME ASSURANCE CO.

IT IS UNDERSTOOD AND AGREED THAT ENDORSEMENT #1, NAMED INSURED, SHALL BE AMENDED AS FOLLOWS

DELETE ATOMIC DISPOSER CORP.

ADD ATOMIC DISPOSER CO. A DIVISION OF ELIXER INDUSTRIES, ELIXER WINDOW CORP: - ELIXER EXPLORATION CORPORATION; CARL MORRIS, WILLIAM ASHEN AND ~ DAVID P. STERNS, INDIVIDUALLY. J

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ms 9-6-74

#3

A tho dR pese t t

Fo m 1803



CHUBB

EXCESS LIABILITY POLICY

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POLICY PROVISIONS

1 INSURING AGREEMENT

In consideration of the payment of the required premium and subject to all the terms of this policy the Company agrees to pay on behalf of the Insured LOSS resulting from any occurrence insured by the terms and provisions of the First UNDERLYING INSURANCE policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions if any) The insurance afforded by this policy shall apply only in excess of and after all UNDERLYING INSURANCE (as scheduled in Item 6 of the Declarations) has been exhausted

2 LIMIT OF LIABILITY

See Item 5 of the Declarations

3 EXCLUSION

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1 Nuclear Energy Liability Exclusion on page three of this policy) regardless of whether or not such coverage was or would have been af forded by the First **UNDERLYING INSURANCE** policy

4 GLOSSARY

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy

LOSS—meaning the amount of the principal sum award or verdict actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable either by adjudication or compromise with the written consent of the Company after making proper deduction for all recoveries and salvages

UNDERLYING INSURANCE-meaning all policies scheduled in Item 6 of the Declarations

5 MAINTENANCE OF UNDERLYING INSURANCE

The Insured agrees that the First UNDERLYING INSURANCE policy and other UNDERLYING INSURANCE fol lowing the terms and provisions of the First UNDERLYING INSURANCE policy (except for limit of liability and defense provisions if any) shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occur rences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the insured had complied with this condition.

6 NOTICE OF OCCURRENCE

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the insured shall give written notice as soon as practicable to the Company Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein or a copy thereof received by the Insured or the Insured's representative together with copies of reports of investigations with respect to such claim proceedings

7 DEFENSE

The Company shall not be called upon to assume charge of the investigation settlement or defense of any claim made or suits brought or proceedings instituted against the Insured but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims suits or proceedings relative to any occurrence which in the opinion of the Company may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest if incurred with the consent of the Company shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S)

PAYMENT OF LOSS

Upon final determination of LOSS the Company promptly shall pay on behalf of the Insured the amount of LOSS falling within the terms of this policy

SUBROGATION

In the event of any payment under this policy the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights

The amount recovered as subrogation shall be apportioned in the inverse order of payment of LOSS to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries

CANCELLATION

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period

If cancellation is at the request of the Named Insured earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels earned premium shall be computed pro rata If this policy insures more than one Named Insured cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein

In Witness Whereof the insurance company issuing this policy (as indicated in the Declarations) has caused this policy to be signed by its authorized officers but this policy shall not be valid unless countersigned on the Declara tions page of this policy by a duly authorized Representative of the Company

PACIFIC INDEMNITY COMPANY

Part K Lange Charles A Lane

FEDERAL INSURANCE COMPANY

Fusivent Section / Lander Pes de 1



CHUBB & SON INC

Manager 90 John Street New York NY 10038

DECLARATIONS

EXCESS HARMAN POLIC

Prior Number 792 03565

Producer Number

5-06779 Policy Number 79222368

Item 1 Named Insured & Address

1) NO ELIXIR INDUSTRIES (SEE END 17809 SO BROADWAY

Issued by the stock insurance company shown below herein called the Company

GARDENA, CALIFORNIA

FEDERAL INSURANCE COMPANY p ted d th I ws of New Jersey

Item 2 Producer s Name & Address

WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE

LOS ANGELES, CALIFORNIA 90005

TRAMMELL-MCKINLEY & ASSOCIATES, INC. INSURANCE

> 680 WILSHIRE PLACE LOS ANGELES, CALIFORNIA 90005 PHONE: 385-6204

Item 3 Policy Period

JULY 30, 1976

To JULY 28, 1977

(12 01 A M standard time at the address of the Named Insured)

Premium \$ 15,000 Item 4

Premium Basis FLAT

Rate

Item 5 Limit of Liability

The Company's Liability under this policy shall not exceed the greater of the following amounts

A 100 Percent of the LOSS in excess of all UNDERLYING INSURANCE nor for more than

B \$3,000,000 per occurrence or

Annual aggregate (as defined in the First UNDERLYING INSURANCE policy) C \$3,000,000

Item 6 Schedule of UNDERLYING INSURANCE

First UNDERLYING INSURANCE policy

CHICAGO INSURANCE COMPANY POL #2-255-U 030199 COMBINED SINGLE LIMIT PERSONAL INJURY AND PROPERTY DAMAGE

other UNDERLYING INSURANCE

1) STONE WALL INSURANCE COMPANY POL #13631 \$1,500,000 UMBRELLA LIABILITY

2) NATIONAL SECURITY FIRE #VG26648 POL PRODUCTS AND COMPLETED OPERATIONS \$500,000

3) HARTFORD INSURANCE CO #56C428500 POL COMPREHENSIVE GENERAL LIABILITY EXCLUDING PRODUCTS AND COMPLETED OPERATIONS, INCLUDING AUTOMOBILE

Issued at LOS ANGELES, CALIFORNIA Date

NOVEMBER 23, 1976

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy shall not apply

- I Under any Liability Coverage to injury sickness disease death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability polic issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to in demnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- II Under any Medical Payments Coverage or under any Supplementary Payments provision relating to im mediate medical or surgical relief to expenses incurred with respect to bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nu clear facility by any person or organization
- III Under any Liability Coverage to injury sickness disease death or destruction resulting from the hazard ous properties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (c) the injury sickness disease death or destruction arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility
- IV As used in this endorsement

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste and includes the lite on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material

With respect to injury to or destruction of property the word injury or destruction includes all forms of radioactive contamination of property

NEW YORK—The provisions of the above endorsement do not apply with respect to any Automobile Bodily In jury Liability and Automobile Property Damage Liability coverage afforded by this policy

F = 3) d)



Date Issued

NOVEMBER 23, 1976

Endorsement No 1

Insured

ELIXIR INDUSTRIES

7922 23 68 Policy No

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7-30-76

Producer

WILSHIRE INSURANCE AGENCY

NAMED INSURED

ELIXIR INDUSTRIES AND ANY AND ALL SUBSIDIARY COMPANIES AND DIVISIONS AS NOW OR MAY HEREAFTER EXIST OR BE CONSTITUTED AND WHICH ARE WHOLLY OWNED BY ELIXIR INDUSTRIES INSURED AND REPORTED TO THE COMPANY WITHIN 30 DAYS OF SUCH ACQUISITION

Authorized Representative

All Other Terms and Conditions Remain Unchanged



COMMERCIAL UMBRELLA LIABILITY POLICY

INSURING AGREEMENTS

COVERAGE

In consideration of the payment of the required premium the Company hereby agrees, subject to all of the terms of this policy to pay on behalf of the **insured** all sums, as more fully defined by the term **ultimate net loss**, for which the **Insured** shall become obligated to pay by reason of liability

- (a) imposed upon the insured by law or
- (b) assumed under contract or agreement by the insured.

arising out of personal injury, property damage or advertising liability caused by an occurrence

2 UNDERLYING LIMIT - RETAINED LIMIT

The Company shall be liable only for the ultimate net loss the excess of the greater of the insured s underlying limit or retained limit defined as

- (a) Underlying limit—an amount equal to the limits of liability indicated beside the underlying insurance listed in the schedule of underlying insurance plus the applicable limits of any other underlying insurance collectible by the insured,
- (b) Retained limit—The amount specified in Item 4(c) of the declarations as the result of all occurrences not covered by said underlying insurance and which shall be borne by the insured, separately as respects each annual period of this policy

When the **retained limit** has been exhausted this policy shall apply without application of the **retained limit** for the remainder of that annual period

3 LIMITS OF LIABILITY

Regardless of the number of persons and organizations who are **insureds** under this policy and regardless of the number of claims made and suits brought against any or all **insureds**, the total limit of the Company's liability for **ultimate net loss** resulting from any one **occurrence** shall not exceed the amount specified in Item 4(a) of the decla rations

The Company s liability shall be further limited to the amount stated as the annual aggregate limit in Item 4(b) of the declarations on account of all occurrences during each policy year arising out of either the products hazard or completed operations hazard or both combined

In the event that the aggregate limits of liability of the underlying policies listed in the schedule of underlying in surance are exhausted solely as the result of occurrences taking place after the inception date of this policy this policy shall subject to the Company's limit of liability and to the other terms of this policy with respect to occurrences thich take place during the period of this policy continue force as underlying insurance for the remainder of the

policy year of the underlying policy or until the Company aggregate limit of liability (stated in Item 4(b)) is exhausted, but not for broader coverage than was provided by the exhausted underlying insurance

In the event that the aggregate limits of liability of the underlying policies listed in the schedule of underlying insurance, are exhausted or reduced as the result of occurrences taking place prior to the inception date of this policy the Company shall only be liable to the same extent as if the aggregate limits had not been so exhausted or reduced

For the purpose of determining the limit of the Company's liability

- (a) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions and
- (b) all advertising liability involving the same injurious material or act regardless of the number or kind of media used or frequency of repetition thereof, whether claim is made by one or more persons

shall be considered as arising out of one occurrence

4 DEFENSE PROVISIONS

- (a) The Company shall not be called upon to assume charge of the investigation settlement or defense of any claim made or suit brought or proceedings instituted against the insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims suits or proceedings relative to any occurrence which, in the opinion of the Company may create liability on the part of the Company under the terms of this policy If the Company avails itself of such right and opportunity the Company shall do so at its own expense Court costs and interest if incurred with the consent of the Company shall be borne by the Company and other interested parties in the proportion that each party's share of ultimate net loss bears to the total amount of ultimate net loss sustained by all interested parties The provisions of this paragraph apply in all circumstances except as provided for in paragraph (b) below
- (b) With respect to any occurrence not covered by the underlying policies listed in the schedule of underlying insurance or any other underlying insurance collectible by the insured but covered by the terms and conditions of this policy the Company shall in addition to the amount of ultimate net loss payable
 - (1) defend any suit against the insured seeking dam ages on account of personal injury, property damac 3 or advertising liability, even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient
 - (2) pay all expenses incurred by the Company all costs taxed against the insured in any such suit

and all interest on the entire amount of any judg ment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon,

(3) pay premiums on appeal bonds required in any such suit and pay premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy but the Company shall have no obligation to apply for or furnish any such bonds, (4) pay reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit including actual loss of earnings not to exceed \$25 per day

The Company shall not be obligated to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this provision the Company shall pay any expense incurred with its written consent in accordance with this provision

EXCLUSIONS

Section I of the Exclusions

This policy shall not apply

- A to any obligation for which the insured or any company as its insurer may be held liable under any Workmen's Compensation Unemployment Compensation Disability Benefits Law or under any similar law provided however that this exclusion does not apply to liability of others assumed by the insured as an incidental part of a contract or agreement
- B to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the insured of any contract or agreement or
 - (2) the failure of the insured s products or work performed by or on behalf of the insured to meet the level of performance quality, fitness or dura bility warranted or represented by the insured,

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **insured s products** or work performed by or on behalf of the **insured** after such products or work have been put to use by any person or organization other than an **insured**,

- C to property damage to
 - (1) property owned by the insured,
 - (2) the **insured's products** arising out of such products or any part of such products
 - (3) work performed by or on behalf of the **insured** arising out of the work or any portion thereof or out of materials parts or equipment furnished therewith
- D to damages claimed for the withdrawal inspection repair replacement or loss of use of the insured s products or work completed by or for the insured or of any property of which such products or work form a part if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein

E to Nuclear Energy Liability (see Nuclear Liability Exclusion attached) regardless of whether or not such coverage was or would have been afforded by the underlying insurances

Section II of the Exclusions

This policy shall not apply unless insurance is provided by a policy listed in the schedule of underlying insurance, and then for no broader coverage than is afforded by such insurance

A to advertising liability resulting from

- (1) failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implie contract
- (2) infringement of registered trade mark service mark or trade name other than titles or slogans by use thereof on or in connection with goods or services sold offered for sale or advertised
- (3) incorrect description of any article or commodity
- (4) mistake in advertised price
- B to the ownership maintenance operation use load ing or unloading of aircraft owned by the insured or chartered by or on behalf of the insured without crew,
- C to the ownership, maintenance, operation use loading or unloading of any watercraft owned by the insured.
- D to any employee with respect to injury to or the death of another employee of the same employer, injured in the course of such employment except with respect to the ownership maintenance or use including loading or unloading, of automobiles,
- E to personal injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmospheror any water course or body of water

CONDITIONS

MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the attached schedule of underlying insurance or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during the currency of this policy except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. Failure of the insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as if the insured had complied with this condition.

2 OTHER INSURANCE

If other valid and collectible insurance with any other in surer is available to the **insured** covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing contained herein shall be construed to make this policy subject to the terms conditions and limitations of other insurance.

3 PREMIUM

Unless otherwise provided the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement

In the event of additional insureds being added to the roverage under the underlying insurance during the currency of this policy prompt notice shall be given to the Company and if an additional premium has been charged for such addition on the underlying insurance the Company shall be entitled to charge an appropriate additional premium

4 INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured s books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

5 NOTICE OF OCCURRENCE

Whenever the **insured** has information from which the **insured** may reasonably conclude that an **occurrence** covered hereunder involves injuries or damage which in the event that the **insured** be held liable is likely to involve this policy notice shall be given by or on behalf of the **insured** to the Company or any of its authorized agents as soon as practicable provided however that failure to give notice if any **occurrence** which at the time of its happening did

not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder shall not prejudice such claims

6 ASSISTANCE AND COOPERATION OF THE INSURED

The insured shall cooperate with the Company and with the underlying insurers as required by the terms of the underlying insurance and upon this Company's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution of indemnity against any person or organization who may be liable to the insured because of personal injury, property damage or advertising liability with respect to which insurance is afforded under this policy, and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not voluntarily make any payment assume any obligation or incur any expense except at his own cost.

7 PAYMENT OF ULTIMATE NET LOSS

Coverage under this policy shall not apply unless and until the insured, or the insured's underlying insurer shall be obligated to pay the amount of the underlying limit or retained limit on account of personal injury, property damage or advertising liability. When the amount of ultimate net loss has finally been determined the Company shall promptly pay on behalf of the insured the amount of ultimate net loss falling within the terms of this policy.

The named insured shall promptly reimburse the Company for any amount within the retained limit specified in the insuring agreements paid by the Company on behalf of an insured in settlement or satisfaction of any claim or suit

8 APPEALS

In the event the insured or the insured s underlying insurers elect not to appeal a judgment in excess of the underlying limits the Company may elect to make such appeal at its cost and expense and shall be liable for the taxable cost and disbursements and interest incidental thereto

9 BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the **insured** or any entity comprising the **insured**, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency

10 SUBROGATION

In the event of any payment under this policy the Company shall be subrogated to all the insured s rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights

The amount recovered as subrogation shall be apportioned in the inverse order of payment of ultimate net loss to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

1 C~ ANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy

12 ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon

13 CANCELLATION

This policy may be cancelled by the named insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named

Insured at the address shown in this policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective

The mailing of notice as aforesaid shall be sufficient proo of notice and the effective date of cancellation stated in the notice shall become the end of the policy period

if cancellation is at the request of the named insured earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels earned premium shall be computed pro rata if this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all the named insureds notice of cancellation by the Company to such first named insured shall be deemed notice to all insureds and payment of any unearned premium to such first named insured shall be for the account of all interests herein

GLOSSARY

The terms of this policy shall be applied as if the gloss of words listed below has been included with the word or words each time they appear in this policy

ADVERTISING LIABILITY

The term advertising liability wherever used herein shall mean

- (1) libel slander or defamation
- (2) any infringement of copyright or title or of slogan
- (3) piracy or unfair competition or idea misappropriation under an implied contract
- (4) any invasion of right of privacy

committed or alleged to have been committed during the policy period in any advertisement publicity article broadcast or telecast and arising out of the insured s advertising activities

AIRCRAFT

Means any heavier than air or lighter than air aircraft designed to transport persons or property

AUTOMOBILE

Means a land motor vehicle trailer or semi trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include **mobile equipment**

COMPLETED OPERATIONS HAZARD

includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the personal injury or property damage occurs after such opera tions have been completed or abandoned and occurs away

from premises owned by or rented to the **insured** Opera tions include materials, parts or equipment furnished in connection therewith

Operations shall be deemed completed at the earliest of the following times

- when all operations to be performed by or on behalf of the insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf c the insured at the site of the operations have been completed or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

The completed operations hazard does not include personal injury or property damage arising out of

- (a) operations in connection with the transportation of property unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof
- (b) the existence of tools uninstalled equipment or abandoned or unused materials

INSURED

Each of the following is an insured to the extent set forth below

(1) the named insured, meaning the named insured stated in Item 1 of the declarations and any subsidiary, owner or controlled companies as now or hereafter constitute

and of which prompt notice has been given to the Company

- (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured,
- (3) any insured (not being the named insured under this policy) included in the scheduled underlying insurance but not for broader coverage than is available to such insured under the scheduled underlying insurance
- (4) except with respect to the ownership maintenance op eration use loading or unloading of automobiles, air craft or watercraft any officer director stockholder or employee of the named insured, while acting within the scope of his duties as such but this subdivision (4) shall not apply if it restricts the insurance granted under sub division (3) above
- (5) if the named **insured** is designated in the declarations as a partnership or joint venture—any partner or member thereof—but only with respect to the liability incurred in the operation of that partnership or joint venture—however—this policy does not apply to any **automobile** owned by or registered in the name of any partner

INSURED S PRODUCTS

Means goods or products manufactured sold handled or distributed by the **insured** or by others trading under his name including any container thereof (other than a vehicle) but **insured s products** shall not include a vending machine or any property other than such container rented to or located for use of others but not sold

OBILE EQUIPMENT

Means a land vehicle (including any machinery or appara tus attached thereto) whether or not self propelled

- (1) not subject to motor vehicle registration or
- (2) maintained for use exclusively on premises owned by or rented to the insured, including the ways immediately adjoining or
- (3) designed for use principally off public roads or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle power cranes shovels loaders diggers and drills concrete mixers (other than the mix in transit type) grad ers scrapers rollers and other road construction or repair equipment air compressors pumps and generators including spraying welding and building cleaning equipment and geophysical exploration and well servicing equipment

OCCURRENCE

Means an accident including continuous or repeated exposure to conditions which results in personal injury, property damage or advertising liability neither expected nor intended from the standpoint of the insured

PERSONAL INJURY

The term personal injury wherever used herein means

- (1) bodily injury sickness disease disability or shock including death at any time resulting therefrom mental anguish and mental injury
- (2) false arrest false imprisonment wrongful eviction wrongful entry wrongful detention or malicious prosecution
- (3) libel slander defamation of character humiliation or invasion of the rights of privacy unless arising out of advertising activities
- (4) racial religious sex or age discrimination (unless in surance thereof is prohibited by law) not committed by or at the direction of the insured, but only with respect to the liability other than fines and penalties imposed by law

which occurs during the policy period

PRODUCTS HAZARD

Includes **personal injury** and **property damage** arising out of the **insured s products** or reliance upon a representation or warranty made at any time with respect thereto but only if the **personal injury** or **property damage** occurs away from premises owned by or rented to the **insured** and after physical possession of such products has been relinquished to others

PROPERTY DAMAGE

The term property damage wherever used herein means

- (1) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom or
- (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period

ULTIMATE NET LOSS

Means the amount of the principal sum award or verdict actually paid or payable in cash in the settlement or satis faction of claims for which the insured is liable either by adjudication or compromise with the written consent of the Company after making proper deduction for all recoveries and salvages

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply

(a) to personal injury or property damage

(1) with respect to which an insured under the Policy

is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or

- (2) resulting from the hazardous properties of nuclear material and with respect of which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- (b) to personal injury or property damage resulting from the hazardous properties of nuclear material if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured, or
 - (3) the personal injury or property damage arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility, but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (3) applies only to property damage to such nuclear facility and property thereat
- (c) As used in this exclusion

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material, special nuclear material or byproduct material

source material, special nuclear material, and byprod

uct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel compone solid or liquid which has been used or exposed radiation in a nuclear reactor,

waste means any waste material (1) containing byprod uct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof

nuclear facility means

- (1) any nuclear reactor,
- (2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium (b) processing or utilizing spent fuel or (c) handling processing or packaging waste,
- (3) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or con tains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (4) any structure basin excavation premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located all operations conducted on such site and premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material

property damage includes all forms of radioactive contamination of property



CHUBB/PACIFIC

100 William Street New York N Y 10038

3200 Wilshire Boulevard

3200 Wilshire Boulevard Los Angeles Calif 90010

LAMATIONS COMMERCIAL UMBRELLA LIABILITY POLICY

FXL 03565 Producer Number 5-06779 Policy Number 792 Prior Number 7779 94 77 Item 1 Named Insured & Address Issued by the stock insurance company indicated ELIXIR INDUSTRIES, A CALIFORNIA (by x below) herein called the company CORPORATION (SEE END NO 2) X FEDERAL INSURANCE COMPANY 17809 SOUTH BROADWAY I corpo ated inder the laws of New Je sey GARDENA, CALIFORNIA PACIFIC INDEMNITY COMPANY I co po ated u der the laws of Cal fornia Producer's Name & Address SUN INSURANCE OFFICE LIMITED WILSHIRE INSURANCE AGENCY I cop ated de the laws of E gla d 680 WILSHIRE PLACE, SUITE 400 LOS ANGELES, CALIFORNIA

Named Insured is Partnership \(\overline{\chi} \) Corporation \(\overline{\chi} \) Venture Other ___ Item 2 Policy Period From 7-1-74 12 01 AM standard time at the address of the insured as stated 7-1-77 Item 3 Premium \$28,500 Rate Per In Advance 1st Anniversary 2nd Anniversary 9,500 \$ 9,500 \$ \$ 9,500 SUBJECT TO ANNUAL REVIEW Item 4 Limits of Liability policy conselled policy conselled 4 replaced by Hurtford Policy for FYE 6-30- The \$ 2,000,000 Each Occurrence (a) \$ 2,000,000 Annual Aggregate (where applicable) 10,000 Retained Limit (c)

Date __JULY 18, 1974

Authorized Representative

LT

In Witness Whereof the company issuing this policy has caused this policy to be signed by its authorized officers or the authorized officers of its U.S. Manager. Chubb & Son Inc. but this policy shall not be valid unless also signed by a duly authorized representative of the company.

PACIFIC INDEMNITY COMPANY

FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY

CHUBB & SON INC US MANAGER of SUN INSURANCE OFFICE LIMITED

Parl K Lange

Fram L Jumes



SCHEDULE OF UNDERLYING INSURANCE

CHUBB
Effective date

JULY 1, 1974 this Schedule

Attached to and forming part of Policy Number

792 03565

Issued to	

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION

(SEE END

2)

CARRIER POLICY NUMBER AND TERM

(a) INDUSTRIAL INDEMNITY TO FOLLOW

ARGONAUT

TYPE OF COVERAGE Workmen's Compensation & Employers Liability

APPLICABLE LIMITS Coverage B-Employers Liability \$ UNLIMITED —one accident

(b) GULF INSURANCE CO GA 7710 499 7-1-72 - 7-1-75

General Liability \$300,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Comprehensive

Bodily Injury Liability

-each occurrence \$ -aggregate (where applicable)

Property Damage Liability

-each occurrence \$

-aggregate

GULF INSURANCE CO GA 7710 499 7-1-72 - 7-1-75

Comprehensive Automobile Liability **Bodily Injury Liability** \$ 300,000 \$ 300,000

-each person —each occurrence

-each occurrence

Property Damage Liability

(d) FOREMOST INS CO к 252-6833357 11-29-73 - 11-29-74

RENTAL OF MOTOR HOMES & TENT TRAILERS

BOLIDY INJURY LIABILITY \$100,000 - EACH PERSON \$300,000 - EACH OCCURRENCE

\$ 100,000

APPLICABLE TO RECREATIONAL VEHICLE CENTERS OF AMERICA PROPERTY DAMAGE LIABILITY \$ 50,000 - EACH OCCURRENCE

ITEM (b) INCLUDES THE FOLLOWING COVERAGES Yes No Products/completed operations Liability X) XEmployees as Insureds X Blanket Contractual Liability Personal Injury A B & C XLiquor Legal Liability (HOST) [X] 1.1



SCHEDULE OF UNDERLYING INSURANCE

Effective date of this Schedule.

JULY 1, 1974

Attached to and forming part of Policy Number _

792 03565

Issued to ___

ELIXIR INDUSTRIES, A CALIFORNIA CORP

(SEE END NO 2)

WITH RESPECT TO ACCIDENTS OCCURRENCE IN MEXICO FOR WHICH CLAIM IS BROUGHT IN THE UNITED STATES

CARRIER POLICY NUMBER

AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

(e) SEGUROS TEPEYAC, S A B 3085 A,B,C,D 11-29-73 - 11-29-74

AUTOMOBILE LIABILITY

BODILY INJURY LIABILITY \$ 10,000 - EACH PERSON

\$ 20,000 - EACH OCCURRENCE

PROPERTY DAMAGE LIABILITY \$ 10,000 - EACH OCCURRENCE

(f) GULF INSURANCE CO GA 7710499 7-1-72 - 7-1-75

AUTOMOBILE LIABILITY

BODILY INJURY LIABILITY

- EACH PERSON \$100,000

- EACH OCCURRENCE \$300,000

PROPERTY DAMAGE LIABILITY \$100,000 - EACH OCCURRENCE



CHUBB		S	CHEDUL	E OF UNDER	LYING INSU	UHAI	NCE			
Effective date		LY 1,	1974		ttached to and form art of Policy Numbe		792	0356	5	
Issued to	ELIXIR	INĐUS	STRIES,	A CALIFORNI	A CORPORAT	ION	(SE	E END	NO	2)
AND TER (a) ARGONA WC2031		RANCE		TYPE OF COVI Workmen's Comp & Employers Liab	ensation		Covera	age B—I	Employ	LIMITS vers Liability one accident
	INSURANC 10 499 2 - 75	E CO		Comprehensive General Liability \$300,000 (SINGLE LIMIT INJURY AND I DAMAGE LIAB	PROPERTY	\$ \$ LY	s Proper	Injury I	 (w age Lia	each occurrence aggregate rhere applicable
	INSURANO 10 499 2 - 75	CE CO		Comprehensive Automobile Liab	lity	:	\$ 30 \$ 30	/ Injury 0,000 0,000 rty Dam	_	each person each occurrence
K 252	OST INS -6833357 /73 - 74	7		RENTAL OF M HOMES & TEN TRAILERS		BOD	ILY 00,0	INJUR 00 -	Y LIA EACH	-each occurrenc ABILITY I PERSON I OCCURRENC
	CABLE TO LE CENTI						PERT 0,00			LIABILITY OCCURRENCE
Product Employe	NCLUDES s/complete ees as Insur Contractua	d opera reds	tions Liab	G COVERAGES Ility	Ye M M M))	No			

ITEM (b) INCLUDES THE FOLLOWING COVERAGES	Yes	N
Products/completed operations Liability	X)	
Employees as Insureds	X)	
Blanket Contractual Liability	X)	
Personal Injury A B & C	X	
Liquor Legal Liability (HOST) —	K)	

9/11/74 bh



CHUBB & SON INC

90 John Street New York N Y 10038

Date Issued

JULY 18, 1974

Endorsement No

1

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No 792 03565

Name of Company

FEDERAL INSURANCE COMPANY

7-1-74 Effective Date

Producer

WILSHIRE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY EXCEPT WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH THE NAMED INSURED IS THE SOLE PROPRIETOR

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

APPLIES ONLY TO THOSE INDIVIDUALS AS NAMED INSURED

H Landew



Date Issued JULY 18, 1974

Endorsement No 2 PAGE 1

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7-1-74

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT THE NAMED INSURED IS COMPLETED TO READ

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION WARD AND SON, INC
TRU-FORM, INC
AUTOMIC DISPOSER CORPORATION
CUSTOM ALUMINUM MANUFACTURING CO, INC
ROLAND R SAHM, AN INDIVIDUAL
ROMONA A SAHM, AN INDIVIDUAL
JERRY RAPPORT, AN INDIVIDUAL
AGNES RAPPORT, AN INDIVIDUAL
HOWARD F WARD, INC
WARD ASSOCIATES, INC
WARD PROPERTIES, INC
R & L EXTRUSIONS, INC

DOING BUSINESS AS

TRAVEL TRIM & VENT CO
ALUM-A-FORM COMPANY
BROADWAY METALS & FABRICATORS
NORTHWEST MOBILE PRODUCTS
G & L STEEL COMPANY
BROADWAY - ELKHART
RIXILE
R & L EXTRUSIONS
MOBILE TRIM
FUMETCO
MTC SUPPLY
RECREATIONAL VEHICLE CENTERS OF AMERICA

CONTINUED ON NEXT TAGE

All Other Terms and Conditions Remain Unchanged



Date Issued JULY 18, 1974 Endorsement No 2 PAGE 2

Insured ELIXIR INDUSTRIES, A CALIF CORP Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY Effective Date 7-1-74

Producer WILSHIRE INSURANCE AGENCY

INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
BROADWAY ELKHART, INC
BMP CORPORATION
ELIXIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC

AND/OR ANY WHOLLY OWNED SUBSIDIARIES

All Other Terms and Conditions Remain Unchanged

O M

Authorized Representative

380 ()

Date Issued JULY 18, 1974 Endorsement No 3

Insured ELIXIR INDUSTRIES, A CALIF CORP Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY Effective Date 7-1-74

Producer WILSHIRE INSURANCE AGENCY

ALCOHOLIC BEVERAGES FOLLOWING FORM ENDORSEMENT

IT IS AGREED THAT, EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THIS POLICY SHALL NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISTRIBUTING, SELLING OR SERVING ALCOHOLIC BEVERAGES

H Landres

Date Issued

AUGUST 7, 1974

Endorsement No 4

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

7/18/74

Producer

WILSHIRE INSURANCE AGENCY

EMPLOYEE INJURY EXCLUSION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO

BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED OR TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGE ARISING OUT OF SUCH INJURY THIS ENDORSEMENT DOES NOT APPLY TO INJURY OR DEATH SUSTAINED IN THE UNITED STATES OF AMERICA BY UNITED STATES CITIZENS

All Other Terms and Conditions Remain Unchanged

Authorized Representative

8 O (5M)



Date Issued

AUGUST 7, 1974

Endorsement No

5

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

7/18/74

Producer

WILSHIRE INSURANCE AGENCY

INSURING AGREEMENTS ARE AMENDED AS FOLLOWS

PARAGRAPHS 2 (A) AND (B) ARE AMENDED TO READ

2 LIMIT OF LIABILITY

THE COMPANY SHALL ONLY BE LIABLE FOR THE ULTIMATE NET LOSS THE EXCESS OF EITHER (ALL HEREINAFTER CALLED THE UNDERLYING LIMITS)

(A) THE AMOUNT RECOVERABLE UNDER UNDERLYING INSURANCE AS SET OUT IN THE ATTACHED SCHEDULE

OR

(B) THE RETAINED LIMIT AS STATED IN DECLARATION 4 (C) IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCE EXCEPT WITH RESPECT TO THE OWNERSHIP MAINTENANCE OR USE OF AUTOMOBILES OWNED BY OR REGULARLY LEASED TO THE INSURED THE FOLLOWING RETAINED LIMITS SHALL APPLY

AUTOMOBILE BODILY

s 500,000

EACH PERSON

INJURY LIABILITY

DAMAGE LIABILITY

s1,000,000

EACH OCCURRENCE

AUTOMOBILE PROPERTY

s 500,000

EACH OCCURRENCE

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

This endorsement applies to occurrences taking place outside of the United States of America, it territories or possessions or Canada



Date Issued

SEPTEMBER 11, 1974

Endorsement No 6

Insured

ELIXIR INDUSTRIES

Policy No

792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

7/1/74

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED IN ACCORDANCE WITH CONDITION 3 OF THE POLICY THE FOLLOWING ARE INCLUDED AS ADDITIONAL NAMED INSUREDS UNDER THIS POLICY UNDER INACTIVE ENTITIES

ATOMIC DISPOSER COMPANY A DIVISION OF ELIXIR INDUSTRIES ELIXIR WINDOW CORPORATION, ELIXIR EXPLORATION CORPORATION, CARL MORRIS, WILLIAM ASHEN AND DAVID D STERNS INDIVIDUALLY

IT IS FURTHER AGREED ATOMIC DISPOSER CORPORATION IS DELETED FROM ENDORSEMENT NO 2

Mandra

All Other Terms and Conditions Remain Unchanged



Date Issued

SEPTEMBER 11, 1974

Endorsement No 7

Insured

ELIXIR INDUSTRIES

Policy No

792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

7/1/74

Producer

WILSHIRE INSURANCE AGENCY

INDIVIDUAL AS NAMED INSURED

IT IS AGREED THAT WITH RESPECT TO ANY INDIVIDUAL WHO IS A NAMED INSURED, THE POLICY DOES NOT APPLY EXCEPT IN CONNECTION WITH THE CONDUCT OF A BUSINESS WHICH IS INSURED BY THE UNDERLYING INSURANCE POLICIES DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE

All Other Terms and Conditions Remain Unchanged

Authorized Representative

380 (2)



Date Issued

AUGUST 12, 1975

Endorsement No 9

Insured

ELIXIR INDUSTRIES, A CALIFORNIA CORP

Policy No

792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

FOLLOWING FORM ENDORSEMENT FOR COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARDS

IT IS AGREED THAT, EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THIS INSURED UNDER THE UNDERLYING INSURANCES SET OUT IN THE ATTACHED SCHEDULE, THIS POLICY SHALL NOT APPLY TO THE COMPLETED OPERATIONS HAZARD NOR TO THE PRODUCTS HAZARD AS DESCRIBED IN THIS POLICY

SIGNED	AND	ACCEPTED	BY
~		******	~-



SCHEDULE OF UNDERLYING INSURANCE

Effective date of his Schedule	JULY 1, 1975	Attached to ar part of Policy I	nd forming Number	792 03565	
ssued to	ELIXIR INDUSTRIES	, A CALIFORNIA CORPORATIO	NC		
	(SUPERSEDING & RE	PLACING PREVIOUS SCHEDULI	Ξ)		
AND TERM	Insurance Co.	TYPE OF COVERAGE Workmen's Compensation & Employers Liability		APPLICAB Coverage B—Em \$ Unlimited	
(b) Aetna In: CG 608350 7/1/75 -	0	Comprehensive General Liability Excluding Products and Completed Operations \$500,000 -Combined Single Limit for Personal Injury and Property Damage Liabi		Bodily Injury Lial \$ \$ Property Damage \$	each occurrenceaggregate(where applicable)
^(c) Aetna In: CG 60835 7/1/75 -		Comprehensive Automobile Liability \$500,000.—Combined Single Limit for Bodily Injury and Property Damage Liabi	lity	Bodily Injury Lial \$ \$ Property Damage \$	each personeach occurrence
Products/c Employees Blanket Co			Yes 24 25 25 25 25	No	



SCHEDULE OF UNDERLYING INSURANCE

Effective date of this Schedule ___

JULY 1, 1975

Attached to and forming part of Policy Number __

792 03565

Issued to ...

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION

CARRIER POLICY NUMBER AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

(d) California Union Insurance Company ZCG 0015 7/1/75 - 7/1/76

Products and Completed Operations

\$300,000.-Combined Single Lamit for Personal Injury and Property Damage Liability

(e) Federal Insurance Company
No. to follow
7/1/75 - 7/1/76

Foreign Operations Comprehensive General Liability Including Products and Completed Operations \$1,000,000 -Combined Single Limit for Personal Injury and Property Damage

SCL. DULE OF UNDERLYING INSUR- (CE

PAGE #2

Effective date of this Schedule

JULY 1, 1975

Attached to and forming part of Policy Number

792 03565

Issued to

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION

(SUPERSEDING & REPLACING PREVIOUS SCHEDULES)

CARRIER	POLICY	NUMBER
AND TERM	vI	

TYPE OF COVERAGE

APPLICABLE LIMITS

California Union Insurance Company ZCG 0015

7/7/75 - 7/7/76

Products and Completed Operations

\$300,000. Combined Single Limit for Personal Injury and Property Damage

Liability

Federal Insurance Company No. To follow 7/1/75 - 7/1/76

Foreign Operations Comprehensive General Liability Including Products and Completed Operations

\$1,000,000.-Combined Single Limit for Personal Injury and Property Damage Liability

Fremont Indemnity ELP 0014779 9/1/75 - 7/7/76

Products & Completed Operations Excess of California Ulon Ins. Company Pol. ZC 60015 \$200,000.-Combined Single Limit for Personal Injury and Property Damage

Liability



Date Issued

9/5/75

Endorsement No 10

Insured

ELIXIR INDUSTRIES, A CALIF CORP.

Policy No 792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT THE PREMIUM ITEM #3 OF THE POLICY

DECLARATIONS SHALL READ AS FOLLOWS

\$22,780. FOR THE PERIOD 7/1/75 TO 7/1/76 PAYABLE \$4,564. IN ADVANCE AND \$1,656. PER MONTH FROM

8/1/75 TO 6/1/76

AND

TO BE DETERMINED FOR THE PERIOD 7/1/76 TO 7/1/77



Date Issued

9/5/75

Endorsement No 12

Insured

ELIXIR INDUSTRIES, A CALIF. CORP.

Policy No 792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT FOR THE PERIOD JULY 1, 1975 TO JULY 7, 1975, ANYTHING CONTAINED IN THE POLICY TO THE CONTRARY NOTWITHSTANDING WITH RESPECT TO THE COMPLETED OPERATIONS HAZARD AND THE PRODUCTS HAZARD OR BOTH COMBINED ITEM (c) RETAINED LIMIT OF ITEM 4 OF THE POLICY DECLARATIONS IS CHANGED TO READ

RETAINED LIMIT

. \$300,000.

SIGNED & ACCEPTED BY



Date Issued

9/5/75

Endorsement No 13

Insured

ELIXIR INDUSTRIES, A CALIF. CORP.

Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

UNDERLYING LIMITS ENDORSEMENT

IN THE EVENT ANY HAZARD COVERED BY THE UNDERLYING COMPREHENSIVE GENERAL LIABILITY POLICY OR POLICIES OR COMPREHENSIVE AUTOMOBILE POLICY OR POLICIES ARE COVERED FOR LESS LIMITS THAN SHOWN IN THE SCEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY, IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL ONLY APPLY TO LOSS IN EXCESS OF THE LIMITS STATED IN THE SCHEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY PLUS THE APPLICABLE LIMITS OF ANY OTHER UNDERLYING INSURANCE COLLECTIBLE BY THE INSURED.

All Other Terms and Conditions Remain Unchanged



SCHEDULF OF UNDERLYING INSURANCE

Folicy File

CHUBB	SUNEDO	TE OF UNDERLIN	IG INSUR	ANOL	ď
Effective date of this Schedule	JULY 18, 1974	Attached part of Po	to and forming blicy Number	792 03565	
Issued to	ELIXIR INDUSTR	IES, A CALIFORNIA	CORPORA	rion	
(APPLIC	CABLE TO EXPOSUR	RES IN FOREIGN COU	NTRIES)		
CARRIER PO AND TERM (a) SEE ENDOR	OLICY NUMBER RSEMENT NO 4	TYPE OF COVERAG Workmen s Compensati & Employers Liability		Coverage B-Er	BLE LIMITS mployers Liabilityone accident
(b) PACIFIC TO FOLLOW 7/18/74		NY Comprehensive General Liability		Bodily Injury Lis \$ 500,000 \$1,000,000 Property Damag \$ 500,000 \$ 500,000	each occurrenceaggregate(where applicable
(c) PACIFIC *TO FOLLO *7/18/74		NY Comprehensive Automobile Liability (NON-OWNED AND HIRED AUTOS) EE ENDORSEMENT NO	5)	Bodily Injury Li \$ 500,000 \$1,000,000 Property Damas \$ 500,000	each personeach occurrence
Products/co Employees a	tractual Liability		Yes X) X) X) X) X)	No	RECEIVED

Authorized Representative

Liquor Legal Liability



COMMERCIAL UMBRELLA LIABILITY POLICY



CHUBB/PACIFIC' NDEMNITY GROUP

100 William Street New York NY 10038

3200 Wilshire Boulevard Los Angeles Calif 90010 DE LARATIONS COMMERCIAL UMBRELLA LIABILITY POLICY

Producer () () () Named Ir	amed Insured & Address ELIXIR INDUSTRIES CORPORATION (SEC 17809 SOUTH BROAD BARDENA, CALIFORN S Name & Address WILSHIRE INSURANCE 680 WILSHIRE PLACE LOS AVOELES, CALIFORN DISTRIBUTE OF THE PLACE OF T	END VO 2) WAY IIA 90248 E AGENCY E, SUITE 400 FORNIA Joint E Corporation Venture	Issued by the stock in (by x below) hereing X FEDERAL INSURA in a policidad to the law in the particular in the particular interpretation in the particular interpret	vs of New Jersey TY COMPANY vs of Cal fo n a OFFICE LIMITED vs of England
Item 3	Premium \$28,500 Rate Per	7-1-74 In Advance \$ 9,500 \(\pm \)	1st Anniversary \$ 9,500 ECT TOWANNUAL REVIEW	2nd Anniversary \$ 9,500
Item 4	Limits of Liability (a) Each Occurrence (b) Annual Aggregate (c) Retained Limit	(where applicable)	\$ 2,000,000 \$ 2,000,000 \$ 10,000 300,000	RECEIVED JUL 31 1974
Date _	JULY 18, 1974	·	Author	ized Representative

by a duly authorized representative of the company

PACIFIC INDEMNITY COMPANY

FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY CHUBB & SON INC US MANAGER of SUN INSURANCE OFFICE LIMITED

Named Insured

Policy No

Tru-Form, Inc , Custom Aluminum Manufacturing Co , Inc Roland R Sahm, An Individual, Romona A Sahm, An Individual, Jerry -Rapport, An Individual, Agnes Rapport, An Individual, Howard F Ward, Inc , Wared Associates, Inc , Ward Properties, Inc R & L Extrusions, Inc Doing Business As Travel Trim & Vent Co Alum-A-Form Co , Broadway Metals& Fabricators Northwest Mobile Products G & L Steel Co Broadway-Elkhart Rixile, R & LExtrusions Mobile Trim Fumetco MTC Supply Recreational Vehicle Centers of America Inactive Entities Alum-A-Form Company, Alum-A-Form of Idaho, Inc Broadway Metals & Fabricators, Inc Broadway Elkhart, Inc EMP Corporation, Elixir Corporation G & L Steel Corporation, Northwest Mobile Products Inc Travel Trim & Vent Co , Inc Mobile Trim, Inc Spraymatic And/Or Wholly Owned Subsidiaries

SUPERSEDING ORIGINAL



SCHEDULE OF UNDERLYING INSURANCE Effective date of Attached to and forming 792 03565 JULY 1. 1974 this Schedule part of Policy Number 2) ELIXIR INDUSTRIES. A CALIFORNIA CORPORATION (SEE END NO Issued to CARRIER POLICY NUMBER TYPE OF COVERAGE APPLICABLE LIMITS AND TERM Coverage B-Employers Liability (a) ARGONAUT INSURANCE CO Workmen's Compensation WC20312086027 \$ UNLIMITED —one accident & Employers Liability 7/1/74 - 75(b) GULF INSURANCE CO Comprehensive Bodily Injury Liability GA 7710 499 General Liability —each occurrence 7/1/72 - 75\$300.000 COMBINED -aggregate (where applicable) SINGLE LIMIT FOR BODILY INJURY AND PROPERTY Property Damage Liability DAMAGE LIABILITY \$ -each occurrence \$ -aggregate **Bodily Injury Liability** \$ 300,000 (c) GULF INSURANCE CO Comprehensive -each person \$ 300,000 GA 7710 499 Automobile Liability -each occurrence 7/1/72 - 75Property Damage Liability s 100.000/ —each occurrence BODILY INJURY LIABILITY FAREMOST INS RENTAL OF MOTOR CO 100,000 K 252-6833357 HOMES & TENT - EACH PERSON TRAILERS 300,000 - EACH OCCURRENCE 11/29/73 - 74PROPERTY DAMAGE LIABILITY APPLICABLE TO RECRETTIONAL VEHICLE CENTERS OF AMERICA \$ 50,000 - EACH OCCURRENCE ITEM (b) INCLUDES THE FOLLOWING COVERAGES Yes No Products/completed operations Liability X X Employees as Insureds X Blanket Contractual Liability

X Personal Injury A B & C X Liquor Legal Liability (HOST)

9/11/74 bh _ _



Effective date of Attached to and forming JULY 1, 1974 792 03565 this Schedule part of Policy Number (SET E ID ELIXIR I IDUSTRIES, A CALIFORNIA CORPORATION 01 2) Issued to_ CARRIER POLICY NUMBER TYPE OF COVERAGE APPLICABLE LIMITS AND TERM Coverage B-Employers Liability (a) INDUSTRIAL INDEMNITY Workmen's Compensation s UNLI'IITED -one accident TO FOLLOW & Employers Liability Comprehensive Bodily Injury Liability (b) GULF INSURANCE CO General Liability GA 7710 499 -each occurrence \$300,000 COMBINED $7-1-72 - 7-1-75 \checkmark$ -aggregate (where applicable) STIGLE LIMIT FOR BODILY INJURY AND Property Damage Liability PROPERTY DAMAGE \$ -each occurrence LIABILITY S -aggregate **Bodily Injury Liability** s 300,000 Comprehensive -each person (C) GULT INSUPANCE CO Automobile Liability s 300,000 -each occurrence GA 7710 499 7-1-72 - 7-1-75Property Damage Liability s 100,000 -each occurrence (d) Faremost IIS CO RENTAL OF TOTOR BOLIDY INJURY LIABILITY ላ 252-6833357 HOMES & TEHT \$100,000 - EACH PERSON 11-29-73 - 11-29-74 TRAILERS \$300,000 - DACH OCCURRENCE PROPURTY DAMAGE LIABILITY APPLICABLE TO RECREATIONAL \$ 50,000 - DACH OCCURRE ICE VEHICLE CENTERS OF AMERICA ITEM (b) INCLUDES THE FOLLOWING COVERAGES Yes No Products/completed operations Liability XXXXX Employees as Insureds Blanket Contractual Liability ()K Personal Injury A B & C Liquor Legal Liability (HOST)



Effective date of this Schedule ___

JULY 1, 1974

Attached to and forming part of Policy Number ___

792 03565

Issued to ___

ELIXIR INDUSTRIES, A CALIFORNIA CORP

(SEE END NO

WITH RESPECT TO ACCIDENTS OCCURRENCE IN MEXICO FOR WHICH CLAIM IS BROUGHT IN THE UNITED STATES

CARRIER POLICY NUMBER

AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

2)

(e) SEGUROS TEPEYAC, S A CC B 3085 A,B,C,B 11-29-73 - 11-29-74

AUTOMOBILE LIABILITY BODILY INJURY LIABILITY
\$ 10,000 - EACH PERSON

\$ 20,000 - EACH OCCURRENCE

PROPERTY DAMAGE LIABILITY \$ 10,000 - EACH OCCURRENCE

(f) GULF INSURANCE CO GA 7710499 7-1-72 - 7-1-75 AUTOMOBILE LIABILITY BODILY INJURY LIABILITY \$100,000 - EACH PERSON \$300,000 - EACH OCCURRENCE

PROPERTY DAMAGE LIABILITY \$100,000 - EACH OCCURRENCE

X



Effective date of this Schedule

JULY 18, 1974

Attached to and forming part of Policy Number

03565 792

Issued to __

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION

(APPLICABLE TO EXPOSURES IN FOREIGN COUNTRIES)

CARRIER POLICY NUMBER AND TERM

(a) SEE ENDORSEMENT NO 4

TYPE OF COVERAGE Workmen's Compensation & Employers Liability

APPLICABLE LIMITS Coverage B-Employers Liability \$----one accident

(b) PACIFIC INSURANCE COMPANY Comprehensive TO FOLLOW General Liability

7/18/74 - 75

Bodily Injury Liability \$ 500,000 each occurrence

\$1,000,000 \(-\text{aggregate} \) (where applicable)

Property Damage Liability

\$ 500,000 ✓ —each occurrence \$ 500,000 ✓ —aggregate

(c) PACIFIC INSURANCE COMPANY Comprehensive Automobile Liability TO FOLLOW 7/18/74 - 75 (NON-OWNED AND

HIRED AUTOS) (SEE ENDORSEMENT NO 5) Bodily Injury Liability

\$ 500.000 —each person \$1.000.000 V -each occurrence

Property Damage Liability

\$ 500,000 / -each occurrence

ITEM (b) INCLUDES THE FOLLOWING COVERAGES

Products/completed operations Liability **Employees as Insureds** Blanket Contractual Liability

Personal Injury A B & C Liquor Legal Liability

Yes



SUPERSEDING & REPLACING PREVIOUS SCHEDULE SCHEDULE OF UNPERLYING INSURANCE

Effective date of this Schedule ___

2/27/75

Attached to and forming part of Policy Number _

792 03565

issued to ___

Elixir Industries, A California Corp (See End #2)

With respect to accidents occurence in Mexico for which claim is brought in the United States

CARRIER POLICY NUMBER AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

(e) Seguros Tepeyac, S A CC B 3085 A,

B, 9, D

Automobile Liability

Bodily Injury Liability \$20,000 -each person \$40,000.-each occurrence

Property Damage Liability \$10,000.-each occurrence

(f) Gulf Insurance Co GA 7710499 7/1/72 - 7/1/75

Automobile Liability

Bodily Injury Liability
\$100,000.-each person
\$300,000 -each occurrence

Property Damage Liability \$100,000 -each occurrence

3/19/75 ed



Effective date of this Schedule	JULY 1, 1975	Attached to and fo part of Policy Num		65
Issued to	ELIXIR INDUSTRIES	A CALIFORNIA CORPORATION		
	(SUPERSEDING & REI	PLACING PREVIOUS SCHEDULE)		
AND TERM	Insurance Co	TYPE OF COVERAGE Workmen s Compensation & Employers Liability		ICABLE LIMITS —Employers Liability d —one accident
(b) Aetna In: CG 608350 7/1/75 -	0	Comprehensive General Liability Excluding Products and Completed Operations \$500,000 - Combined Single Limit for Personal Injury and Property Damage Liabilit	\$	y Liability —each occurrence —aggregate (where applicable) image Liability —each occurrence —aggregate
(c) Aetna In CG 60835 7/1/75 -		Comprehensive Automobile Liability \$500,000Combined Single Limit for Bodily Injury and Property Damage Liabili	\$	ry Liability —each person —each occurrence amage Liability —each occurrence
Products/o Employee Blanket Co Personal li	CLUDES THE FOLLOW completed operations L s as Insureds ontractual Liability njury A B & C gal Liability		Yes No	
			Authorized Rep	presentative



CHUBB			
Effective date of this Schedule	JULY 1, 1975	Attached to and forming part of Policy Number	792 03565
Issued to	ELIXIR INDUSTRIES, A CALIFORNIA	CORPORATION	

CARRIER POLICY NUMBER AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

(d) California Union Insurance Company ZCG 0015 7/1/75 - 7/1/76

Products and Completed Operations

\$300,000.-Combined Single Limit for Personal Injury and Property Damage Liability

(e) Federal Insurance Company No. to follow 7/1/75 - 7/1/76 Foreign Operations Comprehensive General Liability Including Products and Completed Operations \$1,000,000 -Combined Single Limit for Personal Injury and Property Damage

PAGE #2

Effective date of this Schedule

JULY 1_1975

Attached to and forming part of Policy Number

792 03565

Issued to

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION

(SUPERSEDING & REPLACING PREVIOUS SCHEDULES)

CARRIER POLICY NUMBER

AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

(d) California Union

Insurance Company ZCG 0015 7/7/75 - 7/7/76

Products and Completed

Operations

\$300,000. Combined Single Limit for Personal Injury and Property Damage

Liability

(e) Federal Insurance

Company

No. To follow 7/1/75 - 7/1/76 Foreign Operations Comprehensive General Liability Including Products

and Completed Operations

\$1.000.000.-Combined Single Limit for

Personal Injury and Property Damage

Liability

(f) Fremont Indemnity ELP 0014779

9/1/75 - 7/7/76

Products & Completed Operations Excess of California Uion Ins Company Pol ZC 60015

\$200,000 -Combined Single Limit for Personal Injury and Property Damage

Liability

SEC- ,-D



CHUBB & SON INC

Manager

90 John Street New York N Y 10038

Date Issued

JULY 18, 1974

Endorsement No

1

Insured

ELIXIR INDUSTRIES, A CALIF CORP Policy No 792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

7-1-74

Producer

WILSHIRE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY EXCEPT WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH THE NAMED INSURED IS THE SOLE PROPRIETOR

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

APPLIES ONLY TO THOSE INDIVIDUALS AS NAMED INSURED

INDIVIDUAL AS NAMED INSURED FORM 10540 (ED 11 71)



Date Issued

JULI 13, 1974

Endorsement No 2 PAGE 1

Insured

LI IR INDUSTRIES, A CALIT CORP

Policy No 792 03565

Name of Company FIDIRAL INSURANCE COMPANY

Effective Date 7-1-74

Producer

VILSHIRE I SURANCE AGENCY

IT IS AGREED THAT THE MAKED INSURED IS COMPLETED TO READ

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION VARD AND SON, INC V TRU-FORM, INC. AUTOMIC DISPOSER CORPORATION CUSTOM ALUMINUM MANUFACTURING CO , INC ROLAND R SAIM, AN INDIVIDUAL SAHI, AN INDIVIDUAL RO 10 IA A JERRY RAPPORT, AN INDIVIDUAL AGIES RAPPORT, AN INDIVIDUAL / HOWARD F WARD, INC WARD ASSOCIATES, INC √ WARD PROPERTIES, INC ✓ R & L EXTRUSIONS, INC

DOI IG BUSI IESS AS /

TRAVEL TRI 1 & VENT CO V ALUM-A-FORM COMPANY ✓ BPOAD' AY META'S & FABRICATORS ✓ NORTHWEST MOBILE PRODUCTS / G & L STEEL CO IPANY ' BROADWAY - ELKHART / RIYILE ✓ R & L EXTRUSIONS ✓ 10BILE TRIM FUMETCO ✓ MTC SUPPLY RECREATIONAL VEHICLE CENTERS OF AMERICA

CONTINUED ON NEXT PAGE

CK

All Other Terms and Conditions Remain Unchanged

Authorized Representative

OM (7)

M)



Date Issued JULI 18, 1974 Endorsement No 2 PAGE 2

Insured

TLI IR I DUSTRIES, A CALIF CORP

Policy No 792 03565

Name of Company $F_{E}DERAL$ INSURATICE COMPANY

Effective Date 7-1-74

Producer

VILSHIRE I ISURANCE AGENCY

INACTIVE ENTITIES

ALUM-A-FORM COMPANY ALUM-A-FORI OF IDAHO, INC / BROADWAY METALS & FABRICATORS, INC BROADWAY ELKHART, INC Y BMF CORPORATION ELIXIR CORPORATION G & L STEEL CORPORATION NORTHWEST MOBILE PRODUCTS, INC -TRAVEL TRIM & VENT CO , INC / 10BILE TPI4, INC V SPRAY NATIC AND/OR ANY WHOLLY OWNED SUBSIDIARIES ~

> OK

() MO

Date Issued JULY 18, 1974 Endorsement No 3

Insured ELIXIR INDUSTRIES, A CALIF CORP Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY Effective Date 7-1-74

Producer WILSHIRE INSURANCE AGENCY

ALCOHOLIC BEVERAGES FOLLOWING FORM ENDORSEMENT

IT IS AGREED THAT, EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THIS POLICY SHALL NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISTRIBUTING, SELLING OR SERVING ALCOHOLIC BEVERAGES

Date Issued

AUGUST 7, 1974

Endorsement No /

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

7/18/74

Producer

WILSHIRE INSURANCE AGENCY

EMPLOYEE INJURY EXCLUSION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO

BODILY INJURY TO ANY EMPLOYEE OF THE
INSURED ARISING OUT OF AND IN THE
COURSE OF HIS EMPLOYMENT BY THE INSURED
OR TO ANY OBLIGATION OF THE INSURED TO
INDEMNIFY ANOTHER BECAUSE OF DAMAGE ARISING
OUT OF SUCH INJURY

THIS ENDORSEMENT DOES NOT APPLY TO INJURY OR DEATH SUSTAINED IN THE UNITED STATES OF AMERICA BY UNITED STATES CITIZENS

OK pr 77.112 77.2074

All Other Terms and Conditions Remain Unchanged

Authorized Representative

ом (7)



CHUBB & SON INC

90 John Street New York N Y 10038

Date Issued

AUGUST 7, 1974

Endorsement No

5

Insured

ELIXIR INDUSTRIES, A CALIF

Policy No

792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

7/18/74

Producer

WILSHIRE INSURANCE AGENCY

INSURING AGREEMENTS ARE AMENDED AS FOLLOWS

PARAGRAPHS 2 (A) AND (B) ARE AMENDED TO READ

2 LIMIT OF LIABILITY

THE COMPANY SHALL ONLY BE LIABLE FOR THE ULTIMATE NET LOSS THE EXCESS OF EITHER (ALL HEREINAFTER CALLED THE UNDERLYING LIMITS)

(A) THE AMOUNT RECOVERABLE UNDER UNDERLYING INSURANCE AS SET OUT IN THE ATTACHED SCHEDULE

OR

(B) THE RETAINED LIMIT AS STATED IN DECLARATION 4 (C) IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCE EXCEPT WITH RESPECT TO THE OWNERSHIP MAINTENANCE OR USE OF AUTOMOBILES OWNED BY OR REGULARLY LEASED TO THE INSURED THE FOLLOWING RETAINED LIMITS SHALL APPLY

AUTOMOBILE BODILY

5 500,000

EACH PERSON

INJURY LIABILITY

\$1,000,000

EACH OCCURRENCE

AUTOMOBILE PROPERTY DAMAGE LIABILITY

s 500,000

EACH OCCURRENCE

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

This endorsement applies to occurrences taking place outside of the United States of America, it territories or possessions or Canada

OK F 72 1



Date Issued

SEPTEMBER 11, 1974

Endorsement No 6

Insured

ELIXIR INDUSTRIES

Policy No

792 03565

Name of Company FEDERAL INSERANCE COMPANY

Effective Date

7/1/74

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED IN ACCORDANCE WITH CONDITION 3 OF THE POLICY THE FOLLOWING ARE INCLUDED AS ADDITIONAL NAMED INSUREDS UNDER THIS POLICY UNDER INACTIVE ENTITIES.

ATOMIC DISPOSER COMPANY A DIVISION OF ELIXIR INDUSTRIES ELIXIR WINDOW CORPORATION. ELIXIR EXPLORATION CORPORATION. CARL MORRIS, WILLIAM ASHEN AND DAVID D STERNS INDIVIDUALLY

IT IS FURTHER AGREED ATOMIC DISPOSER CORPORATION IS DELETED FROM ENDORSEMENT NO 2

ORO & BROKER

SHELL CORPORATIONS NO EXPOSURES - COMPANY TO BE PROMPTLY ADVISED IF ANY EXPOSURES DEVELOPE

All Other Terms and Conditions Remain Unchanged

F 7 13 EV 71



Date Issued

SEPTEMBER 11, 1974

Endorsement No 7

Insured

ELIXIR INDUSTRIES

Policy No

792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

7/1/74

Producer

WILSHIRE INSURANCE AGENCY

INDIVIDUAL AS NAMED INSURED

IT IS AGREED THAT WITH RESPECT TO ANY INDIVIDUAL WHO IS A NAMED INSURED, THE POLICY DOES NOT APPLY EXCEPT IN CONNECTION WITH THE CONDUCT OF A BUSINESS WHICH IS INSURED BY THE UNDERLYING INSURANCE POLICIES DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE

Mic 12/2/14



Date Issued

MARCH 13, 1975

Endorsement No

Insured ELIXIR INDUSTRIES, A CALIF

CORP

Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

2/20/75

Producer

WILSHIRE INSURANCE AGENCY

It is agreed Interstate Truck Leasing is an Additional Insured with respect to automobiles leased to the named insured and for which the named Insured is legally liable, but for no broader coverage than is afforded by the underlying insurance set forth in the schedule of underlying insureance

All Other Terms and Conditions Remain Unchanged



Date Issued

AUGUST 12, 1975

Endorsement No 9

Insured

CLIXIR INDUSTRIES, A CALIFORNIA CORP

Policy No

792 03565

Name of Company FIDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

FOLLOWING FORM ENDORSEMENT FOR COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARDS

IT IS AGREED THAT, EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THIS INSURFD UNDER THE UNDERLYING INSURANCES SET OUT IN THE ATTACHED SCHEDULE, THIS POLICY SHALL NOT APPLY TO THE COMPLETED OPERATIONS HAZARD NOR TO THE PRODUCTS HAZARD AS DESCRIBED IN THIS POLICY

Mailed 9/15/75

All Other Terms and Conditions Remain Unchanged

Date Issued

JULY 12, 1975

Endorsement No 10

Insured

ELIXIR INDUSTRIES, A CALIFORNIA CORP.

Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT ITEM #3, PREMIUM, OF THE POLICY DECLARATIONS IS HEREBY CHANGED TO READ AS FOLLOWS:

FOR THE PERIOD 7/1/75 TO 8/15/75 : \$3,521.00

FOR THE PERIOD 8/15/75 TO 7/1/76: \$19,978.00

TO BE DETERMINED FOR THE PERIOD 7/1/76 TO 7/1/77



Date Issued

3/5/75

Endorsement No 10

Insured

ELITIR ITUUSTRIES, A CALIF CORP

Policy No 772 33545

Name of Company

FEDERAL INSU ANCT COMPANY

Effective Date 7/1/75

Producer

WILSTIRE INSURANCE AGENCY

IT IS AGREED THAT THE PREMIUM ITEM 43 OF THE POLICY DECLARATIONS SHALL READ AS FOLLOWS

322.780 FOR THE PERIOD 7/1/75 TO 7/1/76 PAYABLE \$4.564 IN ADVANCE AND \$1.656 PER MONTH FROM 8/1/75 TO 6/1/76

A ID

TO BE DETERMINED FOR THE PERIOD 7/1/76 TO 7/1/77

--- (0) kit y//0

8-1-75 9-1-75 10-1-75 11-1-75 12-1-75 1-1-76 2-1-76 3-1-76 4-1-76	\$1 656 00 1,656 00 1 656 00 1 656 00 1,656 00 1 656 00 1 656 00 1 656 00	# 1178 21376 CTU 1199
4-1-76 5-1-76 " 1-76	1 656 00 1 656 00	サイフマーロン(20176 日、リファー



Date Issued

9/5/75

Endorsement No

// (12)

Insured

ELIXIR INDUSTRIES, A CALIF. CORP

Policy No 792 03565

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT FOR THE PERIOD JULY 1, 1975 TO JULY 7, 1975, ANYTHING CONTAINED IN THE POLICY TO THE CONTRARY NOTWITHSTANDING WITH RESPECT TO THE COMPLETED OPERATIONS HAZARD AND THE PRODUCTS HAZARD OR BOTH COMBINED ITEM (c) RETAINED LIMIT OF ITEM 4 OF THE POLICY DECLARATIONS IS CHANGED TO READ

RETAINED LIMIT . \$300,000

SIGNED & ACCEPTED BY____

All Other Terms and Conditions Remain Unchanged



Date Issued

9/5/75

Endorsement No

Insured

ELIXIR INDUSTRIES. A CALIF. CORP.

Policy No 792 03565

Name of Company FEDERAL INSURANCE COMPANY

Effective Date 7/1/75

Producer

WILSHIRE INSURANCE AGENCY

UNDERLYING LIMITS ENDORSEMENT

IN THE EVENT ANY HAZARD COVERED BY THE UNDERLYING COMPREHENSIVE GENERAL LIABILITY POLICY OR POLICIES OR COMPREHENSIVE AUTOMOBILE POLICY OR POLICIES ARE COVERED FOR LESS LIMITS THAN SHOWN IN THE SCEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY, IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL ONLY APPLY TO LOSS IN EXCESS OF THE LIMITS STATED IN THE SCHEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY PLUS THE APPLICABLE LIMITS OF ANY OTHER UNDERLYING INSURANCE COLLECTIBLE BY THE INSURED.

All Other Terms and Conditions Remain Unchanged



Date Issued SEPTEMBER 7, 1976

Insured ELIXIR INDUSTRIES, A CALIF CORP

Name of Company FEDERAL INSURANCE CO

Producer WILSHIRE INSURANCE COMPANY

Endorsement No 13

Policy No 792-03565

Effective Date 7-1-76

IT IS AGREED THAT THE PREMIUM FOR THE PERIOD 7/1/76 TO 8/26/76 IS \$253 00 PAYABLE ON 7-1-76

AB 9-7-76

- -



SEPTL'BER 7, 1976 Date Issued

Insured FLIXIR INDUSTRIES, A CALIF CORP

Name of Company FEDERAL INSURANCE CO

Producer \\ILSnIRE INSURANCE COMPANY

Endorsement No 13

Policy No 792-03565

Effective Date 7-1-7

IT IS AGREED THAT THE PREMIUM FOR THE PERIOD 7/1/76 TO 3/2(/7(IS \$253 00 PAYABLE ON 7-1-76

AB 5-7-76

9181 (1, 5.3)



Date Issued

DECTMBER 9, 1976

Endorsement No 14

Insured

CLIXIR I IDUSTRIES, A CALIF CORP

Policy No

792 03565

Name of Company FEDERAL I SURAICE COMPANY

Effective Date 7-1-76

Producer

VILSHIRE I ISURANCE AGENCY

IT IS AGREED THAT ENDORSEMENT #13 IS HEREB! CANCELLED

IT IS FURTHER AGREED THAT THE PRE 11UM FOR THE PERIOD

7-1-76 TO 7-30-76 IS

\$130 00

NOT " OF CANCELLATION OR NONRENEWA'

0F			COM	ercial U	mbrella Liab		y			
POLICY NO		· -	ISSUED THROU	GH AGENCY OR OFFICE		CANCELLATION OR TER				DATE OF NOTICE
				#06779		(DATE)		(HOUR-STA	NDA D TIME)	
7920	<u> 35</u>	65	Wilshi		ence Agency	8-26-76	<u> </u>	12:01	A.M.	7-26-76
										1
						PREMIU	IM	2		
INSURANCE		Poler	er fe	rance Co		EXPIRA		-		
COMPANY			Wilshi		mpany	RETURN	PREMIUM	·		
			ngeles		010	PREMIL	JM DUE	\$		
NAME AND					California		3	_		
ADDRESS				hm, Et a Broadway	l (See Attac	ned)	~ MI a	REC.	CEIVE	D
OF INSURED			ma, CA	VICANTANA			oug	JUI	27 197	c
						O K	1	7	Z . 131	3
	(Appi	icable iter	n marked ⊠)	G	Wil and don	UET III	10.2	c 1.	y 11/6	1101
CANCEL		You are	hereby notified	in accordance with	the terms and conditions	of the above mentione	d policy tha	t your insul	ance will ceas	se at and from the hour
LATION			mentioned abo		ljustment will be made as/:	soon as practicable after	$\mathcal{L}_{\mathcal{S}}^{\mathcal{S}}$	- / S	offactive	
	1				or the premium earned to					
	\Box	You are	hereby notified	in accordance with	the terms and conditions	of the above mentione	d policy 4ha	t your lasu	rance will cea	se at and from the hour
				ove due to nonpaym	ent of premium of cancellation will be forv	warded in due course. Z	21	cci	7	
NON	\vdash									77.769
RENEWAL	$ \sqcup $				n the terms and conditions I above and the policy will		a policy tha	t the above	mentionea po	ncy will expire effective
NOTICE		pecause		contained in a cor	nsumer report from the fol					
	Υn	Lare bere	by notified that	eliation or Terminat	der the Loss Pavable Clause	e payable to you as Lien	iholder whic	h is a part	ty Met	Rep e e t tive Oyer/-ja olicy issued to the abov
	เกร	ured is hi	ereby cancelled ntioned above	(or terminated) in	accordance with the condit	tions of the policy said	cancellation	(or terminat	ion) to be effe	tive on and after the hou —
INSURANCE	Ē	73.	Jamal I		00			Bet	Author zed	Repre e tat e soyer/ja
COMPANY		re	derat 1	insurance	Company	N aj a	onrenewal to ppropriate U	the Insure S Postal S	d and if requi ervice receipt	Notice of Can ellation (red to the Lienholder the must be attached here to the receipt reproduce
NAME AND	ı	In	terstat	te Truck :	Leasing	# 0				
ADDRESS		f	80 <u>81 FY</u>	r Indust	Leasing ries, A Cali: Y	r. corp.			CERTIFICATIO	N
OF LIEN HOLDER		Ga	rdena,	CA	,	J P ti	lace and t me o the Insured if which appe	e stamped he and if requ ars abo e an	eo a not ce o	n the U.S. Post Office at to of cancellation or nonrenew holder are act carbon co ece ed from the U.S. Pos strached he eto
						·	20 1.10 760		-2 (101001 01 0	3
					policy which contains f a standard fire policy		S g d	th s	d y of	19

NOT TOF CANCELLATION OR NONRENEWAY

I ICV NC	KIND OF PO			0175 05 1107105
LICY NO	ISSUED THROUGH AGENCY OR OFFICE AT #06779	CANCELLATION OR TERMINATION	WILL TAKE EFFECT AT (HOUR-STANDARD T ME)	DATE OF NOTICE
7920 3	5 65 Wilshire Insurance Agency	8-26-76	12:01 A.M.	7-26-76
		PREMIUM	\$	
URANCE	Federal Insurance Company 5200 Wilshire Klvd.	EXPIRATION DECAME	M \$	
MPANY	Los Angeles, CA 90010	RETURN PREMIUI PREMIUM DUE	*	
AME AND DDRESS Finsured	Elixir Industries, A California Romona A. Sahm, Et al (See Atta 1700 South Broadway Gardena, CA			
F	ipplicable item marked (2) Company Election			
NCEL TION	You are hereby notified in accordance with the terms and conditions of and date mentioned above	of the above mentioned policy t	hat your insurance will ceas	e at and from the ho
-	If the premium has been paid premium adjustment will be made as so			
-	If the premium has not been paid a bill for the premium earned to the			
	You are hereby notified in accordance with the terms and conditions of and date mentioned above due to nonpayment of premium	of the above mentioned policy	that your insurance will ceas	e at and from the h
_	A bill for the premium earned to the time of cancellation will be forward	arded in due course	 	
N NEWAL	You are hereby notified in accordance with the terms and conditions of at and from the hour and date mentioned above and the policy will	of the above mentioned policy t	hat the above mentioned pol	icy will expire effect
	(Duplicate of Notice of Cancellation or Termination to Lienholder)		Betty Het	tep ese tati e
,	You are hereby notified that the agreement under the Loss Payable Clause insured is hereby cancelled (or terminated) in accordance with the condition and date mentioned above	payable to you as Lienholder wons of the policy said cancellati	high is a part of the above p	olicy issued to the at
			,	_
			Betty/Me	Ren esentat
SURANCE			Betty/Me	toyer/ja
OMPANY	Federal Insurance Company	Nonrenewal	red Mail or Certified Mail 1 to the Insured and if requir U.S. Postal Service receipt	ed to the Lienholder
	Atomic Disposer Co. A Division		tage stamp should be affixed	to the receipt reprod
IAME AND	Elixir Window Corp., Elixir Exp	loration Corp.	Carl Morris,	
DDRESS	William Ashen And David D. Ster	ms Individuall		
OF LIEN HOLDER	C/O Elixir Industries, A Calif. 17809 So. Broadway Gardenk, Choadway	place and t to the insu of which as	rt fy that I personally mailed r me stamped hereon a notice o eed and if required to the Lien ipeas abo e and at sad time r rece pt made a part hereof or al	f cancellation o no ei holder an xactic bon ecei ed from the U.S. I
	- -	9.2	d th d y of	19
	Not to be used to cancel a policy which contains	3.6		

NOT 7 OF CANCELLATION OR NONRENEW"

0f		Commercial Univella Liability	ity Policy
POLICY NO	r	ISSUED THROUGH AGENCY OR OFFICE AT	CANCELLATION OR TERMINATION WILL TAKE EFFECT AT DATE OF NOTICE
7920	35 65	#06779 Vilshire Insurance Agency	7-26
INSURANCE		Federal Insurance Company 5200 Wilshire Mrd. Los Angeles, CA 90010	EXPIRATION RETURN PREMIUM \$ PREMIUM DUE
NAME AND Address of insured		Elizir Industries, A Galifor Jerry Rappert, Bt al (See at 17809 South Roadsay Gardena, GA	fornia Corporation attachad)
CANCEL	(Applicable item marked (S) X You are hereby notified and date mentoned if the premium has be it the premium has be it the premium has not the pr	ed in accordance above. een paid premiur of been paid a b	with the terms and conditions of the above mentioned policy that your insurance will cease at and from the houn madiustment will be made as soon as practicable after cancellation becomes effective if for the premium earned to the time of cancellation will be forwarded in due course
NON RENEWAL	You are heret and date men A bill for the You are heret at and from 1	You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will and date mentioned above due to nonpayment of premium. A bill for the premium earned to the time of cancellation will be forwarded in due course. You are hereby notified in accordance with the terms and conditions of the above mentioned policy that the above mentioned at and from the hour and date mentioned above and the policy will NOT be renewed	the above mentioned policy that your insurance will cease at and from the hounded in due course the above mentioned policy that the above mentioned policy that the above mentioned policy will expire effective.
IMPORTANT NOTICE	In comple	In compliance with the Fair Credit Reporting Act (Public Law 91-508) you are hereby informed that the because of information contained in a consumer report from the following consumer reporting agency	u are hereby informed that the action taken above is being taken wholly or partlying consumer reporting agency
	(Duplicate of Notice You are hereby no insured is hereby and and date mentione	rtice of Cancellation or Termination to Lienholder) notified that the agreement under the Loss Payable Clause pay by cancelled (or terminated) in accordance with the conditions oned above	(Duplicate of Natice of Cancellation or Termination to Lienholder) You are hereby notified that the agreement under the Loss Payable Clause payable to you as Lienholder which is a part of the above policy, issued to the above national and date mentioned above
INSURANCE Company	Federal	ral Insurance Company	Authorized Representat e Batty Metoyer/ja For Registered Mail or Certified Mail Notice of Cancellation on Nonrenewal to the insured and if required to the Liemholder the Appropriate US Postal Service receipt must be attached herete and no postage stamp should be affixed to the receint renonduce
AME AND ADDRESS OF LIEN HOLDER	Inters 0/0 El 17809 Garden	rstate Truck Leasing Elixir Industries, A Califo. 9 So. Broadway sna, CA	CERTIFICATION I hereby certify that I personally mailed in the U.S. Post Office at the place and time stamped hereon a notice of carcitation or nonrenewa to the Insured and if required to the Lenhoider an exact carbon copy of which appears above and at said time received from the U.S. Posta Se tee the feceipt made a part hereof or attached hereto
		Not to be used to cancel a policy which contains the cancellation condition of a standard fire policy	S gn d th s day of 19

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NOT T OF CANCELLATION OR NONRENEWAY

OF		Con	mercial Un	brella Lia		olicy		
POLICY NO		ISSUED THROUGH	AGENCY OR OFFICE AT			OR TERMINATION W	ILL TAKE EFFECT AT (HOUR-STANDARD TIME)	DATE OF NOTICE
7920	35 65	Wil shir	#06779 re_Insurano	e Agency	8-26-	76 1	2:01 A.N.	7-26-76
NSURANCE	Ped	ewal Twe	surance Com			PREMIUM EXPIRATION	\$	
COMPANY		0 Vilah	ire Elvd.	- •		RETURN PREMIUM	\$	
	Los	Angele	m, CA 900	30		PREMIUM DUE	\$	
NAME AND ADDRESS OF INSURED	178	es Rappo 09 Sout	natries, A ort, It al h Broadway CA			eation		
CANCEL	(Applicable item		Company K1		of the above m	entioned policy tha	t your insurance will cease	at and from the hour
LATION	and date	mentioned above	e				•	
			paid premium adjustme een paid a bill for the					!
	and date	mentioned abov	n accordance with the t e due to nonpayment of arned to the time of can	premium			t your insurance will cease	e at and from the hour
NON RENEWAL	You are at and fr	hereby notified in rom the hour an	n accordance with the t	erms and conditions and the policy will	of the above m NOT be renewed	entioned policy tha	t the above mentioned pol	cy will expire effective
IMPORTANT Notice			air Credit Reporting Act contained in a consumer				action taken above is beinj	g taken wholly or partly
					·			
							Authorized R	engese tat e 🚂 " —
	You are hereb	oy notified that t reby cancelled (lation or Termination to the agreement under the or terminated) in accord	Loss Payable Clause	payable to you ons of the policy	as Lienholder whic y said cancellation	h is a part of the above po (or termination) to be effect	licy issued to the above
							Autho zed R	eprese t t e
INSURANCE COMPANY	: Fe	deral I	nsurance Co	mpany		Nonrenewal to appropriate U	Betty Hed Mail or Certified Mail or Certified Mail or the Insured and if require S Postal Service receipt the stamp should be affixed to	otice of Cancellation o ed to the Lienholder the must be attached herete
NAME AND ADDRESS	In	terstate	e Truck Lea	sing	P /11====			
OF LIEN	17	809 So-	r Industrie Broadway	B, A CALL	. corp.		CERTIFICATION y that I personally mailed in	the U.S. Post Office at th
HOLDER		rdena,	CA	-		place and t me to the I s red of which appe	tamped hereon a notice of and frequired to the Lenh ars abo e and at said time re e pt made part he eof or att	cancellation or no renewa older a exact carbon cop ce ed from the U.S. Posta

Not to be used to cancel a policy which contains the cancellation condition of a standard fire policy

S g d th _____ d y of _____ 19____

Sgat e____

CHUES

September 7

CHUBB/PACIF'

IDEMNITY GROUP

"ERT F C ATE OF

100 William Street New York NY 10038

3200 Wilshire Boulevard Los Angeles Calif 90010 IMSUR- DE

	Name	and	address	of	party	to	whom	this	Ç	ertificate is issued	
~	• -			_						_	

Certificate No 2 copyed

Baker-Hauser Co. and B & H Leasing, a wholly owned subsidiary

XXFEDERAL INSURANCE CO __PACIFIC INDEMNITY CO

_SUN INSURANCE OFFICE LTD

_GREAT NORTHERN INSURANCE CO

P.O Box 537

Peoria, Illinois

___VIGILANT INSURANCE CO

ame & Midress Insured XIT Industries, Atomic Disposer

Corp , etal

17809 S Broadway Gardena, CA. 90243

ddress Producer Ins. Agcy 680 Wilshire Pl., #400 Los Angeles, CA 90005

This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(ies) and that such insurance is in force as of (date)

TYPE OF POLICY	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY				
Standard Workmen s Compensation			Eff	,	onformance with the Compensa		
& Employers Liability			Exp	tion Law of the	State of		
General Liability—BODILY INJURY)		1				
Premises Operations				1.			
Escalators]) \$	Each Person		
Independent Contractors				 	Each Occurrence		
Products Completed Operations			1) s	Aggregate-Products		
Incidental Contractual			1	1	Compl Oper		
Specified Contractual				(s	Each Person		
Blanket Contractual]	Eff	(s	Each Occurrence		
General Liability—PROPERTY DAMAGE]	Exp	1			
Premises-Operations			11	\s	Each Occurrence		
Escalators]	1	(\$	Agg Prem Oper		
Independent Contractors]		(\$	Aggregate-Protective		
Products Completed Operations	}]	}	/s	Aggregate-Products		
Incidental Contractual]	1	1,	Compl Oper		
Specified Contractual			1/	 }s	Each Occurrence		
Blanket Contractual)\$	Aggregate		
Automobile Liability—BODILY INJURY]\	1.			
Owned Automobiles] }) s	Each Person		
Hired Automobiles			1/	1}			
Non-owned Automobiles			Ett) s	Each Occurrence		
Automobile Liability—PROPERTY DAMAGE			Exp		_		
Owned Automobiles			1	1)			
Hired Automobiles			()	\ {\$	Each Occurrence		
Non-owned Automobiles		1	17	1)			

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NATIONAL DESCRIPTION OF THE CHARLEST OF THE CH

UMBRELLA EXCESS LIABILITY--- Policy #792 03565, Policy Period: 7-1-74 to Limit: \$2,000,000. excess of primary insurance with a \$10,000. Self-Insured Retention in the uninsured area.

THIS	CERTIFICATE	OF IN	SUBANCE	NEITHER	AFFIRMATIVELY	NOR	NEGATIVELY	AMENDS	EXTENDS	OR	ALTERS	THE	COVERAGE
	ORDED BY ANY												

If the policy(ies) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate it issued at the address shown above 10 days notice of any such change or cancellation

This certificate shall not be valid unless signed by an authorized representative of the Company

A tho d R p

L-6680 (75M)

Form 21101 (R 5-72)

CHUBB & SON INC

100 William Street New York N Y 10038

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KK Federal Insurance Company

Vigilant Insurance Company

Sun Insurance Office, Ltd

Great Northern Insurance Company

CERTIFICATE OF INSURANCE

MANAGER

insurance affording such coverages as	he policy and that such insurance is in			Elixir Industries, etal
amed Insured	exclusions of		Ð	r Indus
Issued to the N	conditions, and e	Certificate No	Named Insure	Elixi
This is to certify that the Company indicated above has issued to the Named Insurance affording such coverages as	are indicated by a specific Limit of Liability subject to the terms, conditions, and exclusions of the policy and that such insurance is in	force as of (date) $7-1-74$	Name and address of party to whom this certificate is issued Named Insured	Interstate Truck Leasing

	c gafaty	Thentrand
	Sellers	Attn Mr A C
ΰ	31706	Albany, Georgia
H		3306
函	Leasing	Interstate Truck
Name	this certificate is issued	Name and address of party to whom this certificate is issued

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shall be valid for no longer than one year from	during which time if the policy is cancelled or changed in such manner as to affect this certificate the Company will mail to thi	party to whom this certificate is issued at the address shown above 10 days notice of any such change or cancellation
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This certification of coverage of 📋 Comprehensive Commercial 📋 Commercial Property Policy No

10 days notice of any such change or cancellation	LIMITS OF LIABILITY	for bodily injury liability for each occurrence or for personal injury liability	bodily injury liability aggregate for completed operations hazard and products hazard	for property damage liability for each occurrence.	property demage liability aggregate for completed operations hazard and products hazard	each person	each accident	for bodily injury liability for each occurrence.	for property damage liability for each occurrence.	for bodily unjury liability for each person	for bodily injury liability for each occurrence.	for property damage liability for each occurrence.	
party to whom this certificate is issued at the address shown above 10 days notice of any such change or cancellation	COVERAGE PART	Comprehensive General Liability Insurance	••	•	••	Medical Payments Insurance	•	Contractual Lability Insurance	•	Non Owned Automobile Liability Insurance	•	•	

SPECIAL PROVISIONS

\$792 03565 - Umbrella Excess Liability \$2,000,000 excess of primary insurance with a \$10,000 self-insured retention in the uninsured area Policy Limit

7-1-74 to 7-1-77 Perlod Pollcy THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

4/11/12

This certificate shall not be valid unless signed by an authorized representative of the Company

d Repr s ntative Autho ĩ



CHUBB/PAC

INDEMNITY GROUP

3200 Wilshire Boulevard

CERTIFICATE OF **INSURANCE**

100 William Street New York N Y 10038

Los Angeles Calif 90010

Certificate No

Name and address of party to whom this certificate is issued Interstate Truck Leasing 0 Box 3306

Albany, Georgia 31706 Attn Mr A C Sellers Insurance & Safety X_FEDERAL INSURANCE CO _PACIFIC INDEMNITY CO SUN INSURANCE OFFICE LTD

GREAT NORTHERN INSURANCE CO **VIGILANT INSURANCE CO**

Name & Address Insured

Elixir Industries, et al 17809 S Broadway Gardena, California 90248 Name & Address Producer Wilshire Insurance Agency

680 Wilshire Place, Suite 400 Los Angeles, California

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This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(les) and that such insurance is in force as of (date)

"你是我就能够完了,这个 你们的,我们就是不是一个。"	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ra a raka mengengan angan s		(1) 中部的基础的设施。	
TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMITS OF	LIABILITY
Standard Workmen's Compensation & Employers Liability			Eff Exp	Statutory—In conformar tion Law of the State of	ce with the Compens
General Liability—BODILY INJURY			1		
Premises-Operations			1		
Escalators			1)\$	Each Person
Independent Contractors				 }\$	Each Occurrence
Products-Completed Operations			1) \$	Aggregate-Product
Incidental Contractual			1	1,	Compl Oper
Specified Contractual				115	Each Person
Blanket Contractual			Eff	} (\$	Each Occurrence
General Liability—PROPERTY DAMAGE		}	Exp // DV	\'	
Premi es Operations			11 OF WAR O.	\ \\$	Each Occurrence
Escalators]	n A d	\(\s	Agg Prem Oper
Independent Contractors		}		(\$	Aggregate-Protecti
Products Completed Operations]	المراثن ال	/ Is	Aggregate-Product Compl Oper
Incidental Contractual	ļ	į	1 th with the		• •
Specified Contractual		}	1/ 10 100 /16 18 1	\{\$	Each Occurrence
Blanket Contractual			1911)\$	Aggregate
Automobile Liability—BODILY INJURY	}	Ì		1.	
Owned Automobiles	<u> </u>] })\$	Each Person
Hired Automobiles		}	17	\}	
Non-owned Automobiles		}	\ Eff	1)\$	Each Occurrence
Automobile Liability—PROPERTY DAMAGE]	Exp	1.	-
Owned Automobiles		j	11	1)	
Hired Automobiles		}	11	 { \$	Each Occurrence
Non-owned Automobiles	J	1	1/	11	

Umbrella Excess Liabilit

792 03565

7/1/74 Eff 7/1/77 Exp

\$2,000,000 - Each Occurrence, Excess of Primary with \$10,000

Self Insured Retention in the Uninsured Area

2/20/75 bh

THIS CERT FICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS AFFORDED BY ANY POLICY DESCRIBED HEREIN EXTENDS OR ALTERS THE COVERAGE

If the policy(les) is cancelled or changed in such manner as to affect this certificate the Company will mail to the party to whom this certificate issued at the address shown above 10 days notice of any such change or cancellation

This certificate shall not be valid unless signed by an authorized representative of the Company .

Form 21101 (Rev 5-72)

1.

Autho rzed Repre \$175 (75M)



CHUBB/PACIFIC

NDEMNITY GROUP

JERTIFICATE OF

100 William Street New York N Y 10038

3200 Wilshire Boulevard Los Angeles Calif 90010 **INSURANCE**

Name and address of party to whom this certificate is issued

Certificate No

Central Bancshares of the South, Inc.

FEDERAL INSURANCE CO

GREAT NORTHERN INSURANCE CO

P.O. Box 10566

PACIFIC INDEMNITY CO

Birmingham, Alabama

SUN INSURANCE OFFICE LTD

VIGILANT INSURANCE CO

Name & Address Insured

Name & Address Producer

Elixir Industries, etal 17809 S. Broadway (M) Gardena, Ca.

Kilshire Insurance Agency 680 Wilshire Place os Angeles, Ca.

This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(les) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMITS OF	LIABILITY
Standard Workmen s Compensation			Eff	Statutory—in conforman	ce with the Compensi
& Employers Liability			Exp	tion Law of the State of	
General Liability—BODILY INJURY		1	1		
Premises Operations				1,	
Escalators]) s	Each Person
Independent Contractors			1	\	Each Occurrence
Products-Completed Operations])\$	Aggregate-Products
Incidental Contractual]	1	1,	Compl Oper
Specified Contractual]{	(\$	Each Person
Blanket Contractual]	Eff	\(\s	Each Occurrence
General Liability—PROPERTY DAMAGE			Exp	/	
Premises Operations			11)\$	Each Occurrence
Escalators]	1	(\$	Agg -Prem Oper
Independent Contractors				(\$	Aggregate-Protectiv
Products Completed Operations	ļ			/s	Aggregate-Products Compl Oper
Incidental Contractual	ļ	1	11	11.	, .
Specified Contractual	ļ		1/	\{\$	Each Occurrence
Blanket Contractual	ļ. —		<u> </u>)\$	Aggregate
Automobile Liability—BODILY INJURY	1	İ	}/		
Owned Automobiles	<u> </u>		1))\$	Each Person
Hired Automobiles	L		17	1	
Non-owned Automobiles	1		Eff	/)\$	Each Occurrence
Automobile Liability—PROPERTY DAMAGE		1	Exp	1.	
Owned Automobiles		_	11)	
Hired Automobiles]		 	Each Occurrence
Non-owned Automobiles	}]	1/	11	

XPELER HYPHRYSKRER HYPHYN HAN HARWING HYRHALDE GWYNDDING HYFYER HYYRY X

Umbrella Liability Policy Policy #792 03565 July 1, 1974 to July 1, 1977

\$2,000,000 Each occurrence, excess of primary insurance with \$10,000. self-insured

retention in the uninsured area

ALL OPERATIONS OF THE NAMED INSURED

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

If the policy(ies) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate is issued at the address shown above 10 days notice of any such change or cancellation

This certificate shall not be valid unless signed by an authorized representative of the Company A tho ed Rep ese t t



CHUBB/PACIFIC

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IDEMNITY GROUP

ERTIFICATE OF

Certificate No

100 William Street New York N Y 10038

3200 Wilshire Boulevard Los Angeles Calif 90010 INSURANCE

Name	and address	of party	to whom	this	certificat	te is iss	sued
trib.		_ • .	-	_	_	_	

The Manufacturers Life Ins. Co. and The Alison Company

2091 San Joaquin Hills Rd Newport Beach, Ca 92660 X_FEDERAL INSURANCE CO PACIFIC INDEMNITY CO _SUN INSURANCE OFFICE LTD

_GREAT NORTHERN INSURANCE CO

__VIGILANT INSURANCE CO

Name & Address Insured

Elixir Industries, etal 17809 S. Broadway Gardena, Calif. 90248

Name & Address Producer

(x70, 7, 7, 7, 7, 7)

Wilshire Insurance Adency

680 Wilshire Place Los Angeles, Ca. 90005

This is to certify that the Company indicated by X has issued to the Named insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(les) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverso	POLICY NUMBER	POLICY PERIOD	LIMITS OF LL	ARII ITV
Standard Workmen & Compensation	Coverage	POLICI NOMBEN	Eff	Statutory—In conformance	
& Employers Liability	ļ	}	Exp	tion Law of the State of	with all Compens
General Liability—BODILY INJURY			1		
Premises-Operations					
Escalators		1)\$	Each Person
Independent Contractors		1		\{\s	Each Occurrence
Products-Completed Operations		1			Aggregate-Products
Incidental Contractual		1			Compl Oper
Specified Contractual		}	11	()\$	Each Person
Blanket Contractual	T	1	Eff	 (s	Each Occurrence
General Liability-PROPERTY DAMAGE		1	Exp	1	
Premises-Operations			1	\\$	Each Occurrence
Escalators		1	1	(\$	Agg-Prem Oper
Independent Contractors	<u> </u>		1	(\$	Aggregate-Protectiv
Products-Completed Operations]] }		Aggregate-Product:
Incidental Contractual]	[]		Compl Oper
Specified Contractual]	1/	 } \$	Each Occurrence
Blanket Contractual] <u> </u>	<u>'</u>)\$	Aggregate
Automobile Liability—BODILY INJURY			1	1.	
Owned Automobiles	l		1)) s	Each Person
Hired Automobiles		1	1/	}	
Non-owned Automobiles		1	Ett	1)\$	Each Occurrence
Automobile Liability-PROPERTY DAMAGE		1	Exp		A 4.25
Owned Automobiles	1	_]	1/	1)	ر می _ر کرد
Hired Automobiles]		\ {\$	Each Occurrence
Non-owned Automobiles		7	17	1)	

APRICEDENT RECEIVE DE RECOUNTE DE RECONDENCE RECOUNTE DE MAI ACTIONNES ESCENCIA DES RECONDES DE MAI ACTIONNES ESCENCIA DE MAI ACTIONNES DE MAI

X BEX IN VALUE OF THE TANK AND THE SECOND PROPERTY OF THE SECOND PRO

Umbrella Liability Policy Policy #792 03565 July 1, 1974 to July 1, 1977

\$2,000,000 Each occurrence; excess of primary insurance with \$10,000. selfinsured retention in the uninsured area

It is agreed that the Manufacturers Life Insurance Co and the Alison Co

added as Additional Insureds.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

If the policy(ies) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate Issued at the address shown above 10 days notice of any such change or cancellation

This certificate shall not be valid unless signed by an authorized representative of the Company

L 638 (50M)

Fo m 21101 (Rev 5-72)

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CHUBB/PACIFI

- - 111 herips

INDEMNITY GROUP 3200 Wilshire Boulevard

CERTIFICATE OF INSURANCE

100 William Street New York N Y 10038

Los Angeles Calif 90010

Certificate No

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Name and address of-party to whom this certificate is issued

Ford Motor Credit Co

P O. Box 4115 Hayward, California X_FEDERAL INSURANCE CO ___PACIFIC INDEMNITY CO

___SUN INSURANCE OFFICE LTD

_GREAT NORTHERN INSURANCE CO

___VIGILANT INSURANCE CO

Name & Address Insured

Name & Address Producer

Aus - 3Mcc euxu 4 US Fleet & Ca

Elixir Industries, etal 17809 S Broadway 90248 Gardena, Calif

Wilshire Insurance Agency 680 Wilshire Place

Los Angeles, Calif

90005

This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(les) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMITS O	F LIABILITY
Standard Workmen s Compensation & Employers Liability			Eff Exp	Statutory—In conform tion Law of the State of	ance with the Compens f
General Liability—BODILY INJURY			1		
Premises-Operations		i	11		
Escalators]	1) s	Each Person
Independent Contractors		}		\ \$	Each Occurrence
Products-Completed Operations)\$	Aggregate-Products
Incidental Contractual]		1,	Compl Oper
Specified Contractual			1	(Each Person
Blanket Contractual]	Eff	\(\\$	Each Occurrence
General Liability—PROPERTY DAMAGE			Exp	1	
Premises-Operations]		\\\$	Each Occurrence
Escalators				(\$	Agg -Prem Oper
Independent Contractors		}	1	(\$	Aggregate-Protecth
Products-Completed Operations		}]	//s	Aggregate-Product
Incidental Contractual]	}	1	Compl Oper
Specified Contractual			1/	 } \$	Each Occurrence
Blanket Contractual			<u> </u>)\$	Aggregate
Automobile Liability—BODILY INJURY			\	1.	
Owned Automobiles) \$	Each Person
Hired Automobiles		}	1/	 	
Non-owned Automobiles]	Eff	1)\$	Each Occurrence
Automobile Liability—PROPERTY DAMAGE			Exp		*
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Hired Automobiles			11	\ \$	Each Occurrence
Non-owned Automobiles		}	1/	1)	

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Umbrella Liability Policy Polic, #792 03565 July 1, 1974 to July 1, 1977

X86XBANATIVE IN APPEARATION OF THE PROPERTY OF \$2,000,000. Each occurrence; excess of primary insurance with \$10,000. selfinsured retention in the uninsured area.

												
THIS	CERTIFICATE	OF	INSURANCE	NEITHER	AFFIRMATIVELY	NOR	NEGATIVELY	AMENDS	EXTENDS	OR ALT	ERS THE	COVERAGE
AFFC	ROFO BY ANY	/ PC	LICY DESCRI	RED HER	=IN							

If the	policy(ies) is cancelled-or change	ed in such manner as	s to affect this cert	tificate the	Company will	mail to the part	y to whom	this certificate
	at the address shown above							

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This contificate shall	not he valid unless slaned by an autho	rized representative of the Company

Form 21101 (Ray 5-72)

L 638 (50M)



CHUBB/PACIFIC

100 William Street New York N Y 10038

NDEMNITY GROUP

3200 Wilshire Boulevard Los Angeles Calif 90010

CERTIFICATE OF INSURANCE

Name and address of party to whom this certificate is issued

United States Fleet Leasing Inc

99248

320 Match Drive Foster City, Calif

Name & Address Insured

17309 S Broadway

Gardena, Calif

Elixir Industries, etal

94:04

PACIFIC INDEMNITY CO

__SUN INSURANCE OFFICE LTD

Certificate No

__GREAT NORTHERN INSURANCE CO

_VIGILANT INSURANCE CO

eng - 45 Her Lean, Copy - Elyan Copy Faremate Cali

Name & Address Producer Yilshire Insurance Agency Capty

630 Wilshire Place

Los Angeles, Ca 90005

This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are in dicated by a specific (X) entry in the Coverage column subject to the terms conditions and exclusions of the policy(les) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMIT	S OF LIABILITY
Standard Workmen s Compensation			Eff		rmance with the Compense
& Employers Liability			Ехр	tion Law of the Stat	te of
General Liability—BODILY INJURY			١		
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General Liability—PROPERTY DAMAGE		}	/ Exp	}'	
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Hired Automobiles]	1/	1}	
Non-owned Automobiles			Eff	15	Each Occurrence
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Umbrella Liability Polic, Policy #792 03565

July 1, 1374 to July 1, 1377

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insured retention in the uninsured area

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

If the policy(les) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate issued at the address shown aboves 10 days notice of any such change or cancellation

This certificate shall not be valid unless signed by an authorized representative of the Company _

dR p A tho nt t

Form 21101 (Rev 5-72)

L 636 (50M)

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CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, Inc. 17809 So. Broadway Gardena, CA 90248

The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters. the coverage afforded by the policies scheduled here-in it is furnished as a matter of information only confers, no rights upon the holder and is issued with the under-standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time

TYPE OF INSURANCE	POUCY	EFFECTIVE	EXPLATION	UMTS OF	LIAMUTY
Redicate by X" in Son)	NUMBER	DATE	DATE	BODRY HUURY MARKITY	PROPERTY DAMAGE HAMEN
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HOMABAMON		*		(1)	***
MINOYERS WARRITY		,		COVERAGE 9-EMPLOYEES BURUECT TO CO.	MPBISATION LAW
Unless otherwise stated. The policy		,		1 × × × × × × × × × × × × × × × × × × ×	**
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This certificate is issued at the request of the person or organization named below and the compday will stall to such person or at the address shown hotice of cancellation and where possible, notice of any

> FORD MOTOR CREDIT CO. P.O. Box 4115 Hayward, California

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AUTOMOBILE

LOSS PAYABLE ENDORSEMENT A 42046
AS RESPECTS ALL VAHICLES LEASED TO, OR RESPECTS ALL VAHED INSHMED

Llivir Industries, Inc Constitution of Policy Number CG508350 7726365 Ssued to by etha/Cravens Dargan Conf. FEO FNS CO located (d !!) Los Angeles, California Ford Motor Cratta Co Po Box 4115 Co Hayward, California

With espect to the interest of the above named its successors and assigns (here nafte called the Lien Holde.) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy, this Company he eby agies as follows:

- Los a damage if any to the place bed in this policy shall be payable firstly to the Lien Holde and secondly to the insuled as their interests may appea provided ne ertheless that upon demand by the Lien Holde upon the Company for separate settlement the amount of said loss shall be paid diectly to the Lien Holde to the electric fits into est and the balance if any shall be payable to the insured
- The nsurance under this policy as to the interest only of the Lien Holder shall not be impared in any way by any change in the title a lownership of the property of by any beach of warranty or condition of the policy of by any omission or neglect of by the performance of any act in violation of any terms or conditions of the policy or because of the following oct required by the terms or conditions of the policy or because of the subject on of the poperty to any conditions used or operation not permitted by the policy or because of any false statement concerning this policy of the subject the eof by the insured a employees agents or representations whether occurring before or after the attachment of this agreement or whether before or after the loss in the moral conversion embezitement or secretion by the Purchase. Mortgagor or Lessee in possession of the insured property under mortgage conditional sale contract lease agreement or other contract is not collected under this policy unless specifically insured against and premium poid therefor
- In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy if the Company agrees to give written notice to the Lien Holder of such non-payment of premium after sixty (60) days from and within one hundled and twenty (120) days after due date of such piemium and it is a condition of the continuance of the lights of the Lien Holder he eunder that the Lien-Holder when so not field in withing by this Company of the failure of the insured to pay such piemium shall pay or cause to be paid the premium due within ten (10) days following lecept of the Company's demand in withing the left of the Lien Holde shall decline to pay said premium or additional piemium, the ghts of the Lien Holde under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after recept of said written notice by the Lien Holde.
- 4 If the Company elects to cancel this policy in whole or in pair for non payment of premium or follow otheleason, the Company will follow and a copy of the cancellation notice to the Lien Holder at its office specified he einoffice concurrently with the sending of notice to the insuied but in such case this policy shall continue in force to the benefit of the Lien Holde lonly for the 100 days after with the notice of such cancellation is easiered by the Lien Holde. In no event as to the interest only of the Lien Holde shall cancellation of any insuiance under this policy covering the property described in the policy be effected at the equest of the insuied before ten (10) days after with the notice of request following policy the Lien Holde by the Company. In the eight of cancellation of this policy the unearmed piemium shall be paid to the Lien Holde pio ded the said Lien Holde has ad anced the piemium.
- If the eibe any other insurance upon the within described property, this Company shall be I able under this policy as to the Lien Holder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collect ble insurance of similal chalacteristic operty under policies held by payoble to and expressly consented to by the Lien Holder and to the eitent of payment so made this Company shall be subtropoted (promota with all other insures contributing to said payment) to all of the Lien Holder's rights of contribution under said other insurance.
- 6 Whene e this Company shall pay to the Lien Holde any sum fol loss or damage under this policy and shall claim that as to the insured no liability the efolic sits in the Company at its option may pay to the Lien Holder the whole pincipal sum and interest due on to become due from the insured on the obligation secured by the property insured under this policy (with refund of all interest not accluded) and this Company shall thereupon leceive a full assignment and transfer without recourse of said obligation and the security held as collateral thereto but no subrogation shall import the gight of the Lien-Holde to recover the full amount of its claim.
- the full amount of its claim

 7. The cole age granted under this policy shall continue in full to ce and effect as to the interest of the Lien-Holder only for a pellod of ten (10) days afte expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder pay able to the Lien Holder in accordance with the ferms of this Automobile Loss Payable Endorsement shall have been issued by some insulance company and accepted by the Lien Holder in the event of a loss hat otherwise covered during the extended ten (10) day pellod of the entire red to an annual policy covering the same hazards to the property insured under the original policy shall be ssued and accepted by the Lien Holder and Mortgogor

 8. Should the ownership and ght of possession of any of the plot of the Covered under this policy become vested in the Lien Holder in its agent, this policy shall continue for the term thereof for the benefit of the Lien Holder With all incidents of ownership of
- Should the owne ship and after of passess on of any of the place by covered under this policy become vested in the Lien Holder of its agent this policy shall continue for the term thereof for the benefit of the Lien Holder (by the all incidents of ownership of the policy) but in such elent Policy and such a entitle policy but in such elent Policy and such a entitle policy but in such elent Policy and endorsements which by reason of the printed conditions of this policy are of may be necessary to maintain the olidity of the contract are heleby granted for a period of this ty (30) days and all notices. There is easy edge of the contract of the policy are of requirements applying at the tile of or subsequent to a loss.
- 9 All notices hele in provided to beig len by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch shown above or if none be specified at its head office at

Nothing he ein contained shall be held to lary alter walle or eltend any of the terms conditions agreements or limitations of the aboricmentroned policy ather than as abore stated.

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CERTIFICATE OF INSURANCE

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NAMED INSURED AND ADDRESS

Elixir Industries, Inc. 17809 So. Broadway Gardena, CA 90248 The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

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ALL VEHICLES LEASED ROSTED TO OR MANDLED BY THE MANEE TREMET

ADDITIONAL INSURED.

This certificate is issued at the request of the person or organization named below and the company will mail to such person of organization to the address shown notice of cancellation and, where possible, notice of any increase in any of the described possible of the described possible.

UNITED STATES FLEET LEASING, INC.
320 Hatch Drive
Foster City, CA 94404

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	By Alex	- MAN 13
	245 14	Authorized Sepresentative
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AS RESPECTS ALL VEHICLES LEASED TO, OR RENTED BY THE NAMED INSURED

CG608350 /7,2035 65 Coff Elixir Industries of Adam no port of Policy Number Aetna/Cravens Dargen Coff FED. FNS Los ingeles, California ts Agency located (+ United States Fleet Leady

Name and Add ess of Lien Holder 320 Hatch Drive Foster City, CA

With respect to the interest of the above named its successors and assigns (hereinafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy this Company hereby agrees as follows

- Los a damage of any to the property described in this policy shall be payable firstly to the Lien Holder and secondly to the nsu ed as the interests may appear provided ne ertheless that upon demand by the Lien Holder upon the Company to sepo ate settlement the amount of so d loss shall be pad d rectly to the Len Holder to the extent of its interest and the balance f any shall be payable to the interest only of the Len Holder shall not be impaired in any way by any change in
- the title of ownership of the property or by any bleach of warranty or conditions of the policy or by any omission or neglect of by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any o by the pe formance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subject on of the property to any conditions use of operation not permitted by the policy of because of any false statement concerning this policy or the subject thereof by the insured significant terms of the insured significant the attachment of this original permitted by the insured significant the attachment of this original permitted by the policy of the p

- days from and within one hundled and twenty (120) days after the date of such plemium and it is a condition of the continuities of the lights of the Lien Holder hereunde that the Lien Holder when so not field in writing by this Company of the failure of the insuled to pay such premium shall pay or cause to be paid the plemium due within ten (10) days following recept of the Company's demand in writing the effor. If the Lien Holder shall decline to pay said premium or additional plemium, the ights of the Lien Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after the Lien Holder within
- ece p of sa d w then not ce by the Len Holde to the Company elects to cancel this policy in whole or n pa t for non payment of p emium or for any other reason the Company will follow a dia copy of the cancellation notice to the Len Holde at the sending of notice to the Len Holde at the office specified the endire concurrently with, the sending of notice to the Insu ed but in such case this policy shall continue in foice to the benefit of the Len Holder only for ten (10) days after written notice of such concellation is received by the Len Holder. In no event as to the interest only of the Len Holde shall cancellation of any insurance under this policy do eing the property described in the policy be effected at the equest of the insuied before ten (10) days after written notice of request for cancellation shall have been given to the Len Holde by the Company. In the eight of cancellation of this policy the unearned premium shall be paid to the Len Holde. Len Holde by the Company In the e ent of cancellat on pro ded the said Len Holde has ad anced the permum Sta Bill pro ded the said Len Holde has ad anced the piem um

 The bear of the company shall be lable under this policy as to the
- Len Holde only to the propolition of such loss a damage that the sum he eby insured beals to the whole amount of yold and collictible insurance of similal challenges on said place by under policies held by payable to and expressly consented to by the
- Len Holde and to the e tent of payment so made this Company shall be subspoated thro rate with all other insurers contribution under so d other, insurance with all other insurers contribution under so d other, insurance.

 Whene e this Company shall pay to the Len Holder any sum for loss or damage under this policy and shall claim that as the name of no lob lity the efore is this Company at is opt on many by to the Len Holder the whole pincipal sum and et du o to become due flom the insuled on the obligation secured by the ploperty insuled under this policy (with refund a

nt et du o to become due fom the nsu ed on the obligation secured by the poperty insu ed under this policy (with refund of all interest national and this Company shall the eupon receive a full assignment and transfer without recourse (of said obligation and the security held as collate all the eto, but no subrogation shall import the fath of the Lien Holder to precover the full amount of its claim.

The coverage of anted under this policy shall continue in full force and effect as to the life feet of the Lien Holder in the policy and the lien Holder in the life feet of the Lien Holder in the life feet of the life feet of the Lien Holder in the policy and the lien Holder in the life feet of the life feet of the Lien Holder in the life feet of the life feet of the lien Holder in the life feet of

may be necessary to maintain the validity of the contract are he eby granted for a period of thirty (30) days and all notices I kew se equ ed to be g en to the Company by the nsu ed a e hereby wa ved for a per od of the riy (30) days with the except on of equ ements applying at the time of or subsequent to a loss

Loss Payable Endo sement shall be mailed to or delive ed to the Lien Holder at its office or branch above applied none be _ 2 \$ £ 5 5 56 2 1 specified at its head office at

Nothing helein contained shall be held to vary late liwalle of elend any of the terms conditions lag eements or 1 mitations of the ato emint oned-policy other than as above stated

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Fo m 49A ___

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AETNA/CRAV DARGEN COFY

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, Inc 17809 So Broadway Cf, Gardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	UMITS (OF LIABILITY
(Id t by X I B)	NUMBER	DATE	DATE	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
Physical Damage	CG608350	7/1/75	7/1/76	500,000COMBINED S	INGLE LI HT "" " 100.DED. COLLISIO
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Crea Ins Co)	9203565	7/1/74		\$2,000,000 Tach Oc	
BROAD FORM EXCESS LIABILITY			1	n stie Uncarna waal s gg g p s bi t # d d im	d mpl d p
WORKMEN S COMPENSATION				C ff cd d whh p fid bd (b) b l h w d bd (b) b l l l l l l l l l l l l l l l l l l	Wkm Cmp Lwfh S Op Dlwfyfh S Iw
EMPLOYERS UABILITY	- · · · · · · · · · · · · · · · · · · ·			COVERAGE B- MPLOYEES SUBJECT TO	COMPENSATION LAW
mb ff dp d hm hhwfwk				COVERAGE B- MPLOY S NOT SUBJECT	T TO COMPENSATION LAW
m mp				INJURY BY ACCIDENT	INJURY BY DISEASE
				\$ m ! h	\$ mly 99 (ea h f
				MEDIC	

REMARKS

ALL VEHICLES LEASED, RENTED TO OR HANDLED BY THE NAMED INSURED

IT IS AGREED THAT UNITED STATES FLEET LEASING, INC. IS NAMED AS AN ADDITIONAL INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies 30Days

LL 4IITD	STATES	FLEET	LEASING,	INC
3 2 0 Hat Foster	City, (-	104	Quy

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Ву		
	d R	

AUTOMOBILE LOSS_PAYABLE ENDORSEMENT I COL N INT

Colfillair In Attechedis and derming part of Policy Number Aetna/Cravens Dargen Cong

Los Angeles, California

CG608350/79103565

at its Agency

located (ty d tat)

Name and Address of Lien Holder

United States Fleet Leasting Endorsement

320 Hatch Drive

Foster City, CA

With respect to the interest of the above named its successors and assigns (here nafter called the L en Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy this Company hereby agrees as follows

- Loss or damage f any to the property described in this policy shall be payable firstly to the Lien Holder and secondly to the
- Loss or domage I any to the property described in this policy shall be payable I ristly to the Lien Holder and secondly to the insured as their interests may appear provided nevertheless that upon demand by the Lien Holder upon the Company for separate settlement the amount of soid loss shall be policy as to the insured in the balance if any shall be payable to the insured in the insurance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or conditions of the policy or because of the falure to perform any active required by the terms or conditions of the policy or because of the property to any conditions use or covered to not permitted by the policy of because of the subject to he property to any conditions use or operation not permitted by the policytor because of any false statement concerning this policy or the subject thereof by the insured or the i

PROVIDED however that the wrongful conversion embezzlement or secretion by the Puichase. Mortgagor or Lessee in possess on of the insured property under mortgage conditional sale contract. lease agreement or other contract is not covered under this policy unless specifically insured against and premium paid therefor

- In the eight of failure of the insured to pay any premium or additional piemium which shall be o become due under the terms of this policy this Company agrees to give witten notice to the Lien Holder of such non payment of premium after sixty (60) days from and within one hundled and twenty (120) days after due date of such piemium and it is a condition of the continu ance of the rights of the Lien Holder he eunder that the Lien Holde when so not fied in wilting by this Company of the failure of the insuled to pay such piemium shall pay or cause to be paid the premium due within ten (10) days following lecept of the Company's demand in witing the efail the Lien Holder shall decline to pay said piemium or additional piemium, the ghts of the Lien Holder under this Automobile Loss Payable Endorsement shall not be te minated before ten (10) days after ecep of sad w then not ce by the Len Holder
- If the Company elects to cancel this policy in whole or in pait for non payment of piemium or foliany other reason, the Company will foliand a copy of the cancellation notice to the Lien Holder at its office specified he enafte concurrently with the pany will to ward a copy of the cancellation notice to the Len Holder at its office specified he enotice concurrently with the sending of notice to the insuice of such cancellation is eccived by the Len Holder in no einit as to the interest only of the Len Holder shall cancellation of any insuice under this policy cole ing the piope ty described in the policy be effected at the equest of the niuled before ten (10) days after written notice of equest for concellation shall have been given to the Len Holder by the Company in the eint of cancellation of this policy the unearned premium shall be paid to the Len Holder provided the said Len Holder has ad anced the premium.
- nsu ance upon the within described property this Company shall be liable under this policy as to the If the e be any othe Len Holde only for the plopo tion of such loss olidamage that the sum hereby insured beals to the whole amount of laild and collect ble insurance of similal character on said place by under policies held by poyable to and elipiessly consented to by the Lien Holde and to the electron payment so made this Company shall be subligated (ploi ata with all other insurers contributed). uting to soid payment) to all of the Lien Holde is rights of contribution under said other insurance
- Whene e this Company shall pay to the Lien Holder any sum fol loss or damage inde this policy and shall claim that as to the naured no lability therefore sits this Company at its option may pay to the Len Holde the whole principal sum and nte est due o to become du fom the insu ed on the obligation secu ed by the ploperty insu ed under this policy (with refund of all interest not accrued) and this Company shall the eupon receive a full assignment and tilnsfel without recourse of said
- obligation and the security held as collateral thereto but no subrogation shall import the right of the Lien Holder to recover the full amount of its claim.

 The colleteral three policy shall continue in full force and effect as to the interest of the Lien Holder only for a period of ten (10) days after eight of shall continue in full force and effect as to the interest of the Lien Holder only for a period of ten (10) days after eight of the terms of this Automobile Loss Poyable Endo sement shall he eight of the lien Holder in the event of a loss not otherwise cone and divide the effect as to the interest of the lien Holder in the event of a loss not otherwise cone and divide the effect as to the interest of the lien Holder in the event of a loss not otherwise cone and divide the effect as to the otherwise cone and divide the effect as to the interest of the Lien Holder in the event of a loss not otherwise cone and divide the effect as to the otherwise cone and divide the effect as to the interest of the Lien Holder in the event of a loss not otherwise cone and divide the effect as to the interest of the Lien Holder in the event of a loss not otherwise cone and divide the effect as to the interest of the Lien Holder in the event of a loss not otherwise cone and divide the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest of the Lien Holder in the effect as to the interest n u ance company and accepted by the Lien Holder. In the event of a loss not otherwise cole ed du ing the extended ten (10) day pelod he ein referred to an annual policy covering the same fazza ds to the place ty insuled under the original policy shall be ssued and accepted by the Lien Holder and Mortgagor
- 8 Should the owne ship and right of possess on of any of the property covered under this policy become vested in the Lien Holder ts agent this policy shall continue to the term thereof for the benefit of the Lien Holde. (With all incidents of ownership of the policy) but in such eient. Palag aphs two (2) if e (5) and six (6) of this Automobile Loss Payable Endorsement shall no longe apply provided ne eitheless all prileges and endo sements which by easo of the pinted conditions of this policy are o may be necessary to maintain the all dity of the contract all he eby granted for a period of this (30) days and all not ces I kew se equied to be gien to the Company by the insuied ale he eby wailed to a period of thity (30) days with the exception of requiements applying at the time of or subsequent to a loss
- All not ces herein provided to be gi en by the Company to the Len Holder in connection with this policy and this Automobile Loss Payable Endo sement shall be mailed to or delivered to the Lien Holder at its office or blanch shown above or if none be spec fed at its nead office at

Nothing he ein contained shall be held to lary alte walle or elterd any of the telms conditions agreements or limitations of the abo ement oned policy other than as abo e stated

Form 49A

Author ed Represent tive

CERTIFICATE OF INSURANCE REVISED

NAMED INSURED AND ADDRESS

Elixir Industries, Inc A California Corporation 17809 South Broadway Gardena, CA 90248

The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters. the coverage afforded by the policies scheduled here in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION		UMITS O	F LIABILITY	
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				(b)			
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mb ff d p h m h hwf w k				COVERAGE 8	EMPLOYEES NOT SUBJECT	TO COMPENSATION L	AW
m mp)				141	URY BY ACCIDENT	INJURY B	Y DISEASE
				s	h m l	\$	ea h
				\$	ea h d	\$	mply g (eah
					ASIDEM		h m l

REMARKS

- 1 ZIM CONTAINER SERVICE is named as additional insured as respects leased equipment
- Provides coverage for HOLD HARMLESS Provision of Section I (1) Indemnity Agreement

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown not ce of cancellation and XARY NOTICE of any material change in any of the described policies

* 30 days, except for non-payment,

Zim Container Service Equipment Control 1281 Paer J Avenue Long Beach, CA 90820

Date



 \bot

CERTIFICATE OF INSURANCE 2 capies to each

Graphics for insured and address

Felixir Industries, Inc. A California Corporation Corporation 17809 South Broadway Gardena, CA 90248

The company hereby states that it has ssued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth here n. This certificate of insurance neither affirmat ely nor negat ely amends extends or alter the colorage afforded by the policies scheduled here in It's furnished as a matter of information only conferno rights upon the holde icid is issued with the under standing that the rights of diabilities of the parties will be governed by the original policy or policies as they may be lawfully omended by endorsement from time to time

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	* •		P 4 4		MEDICAL \$

ZIM CONTAINER SERVICE Is named as additional insured as respects 時間かり ş - ş leased equipment Provides coverage for HOLD HARMLESS Provision of Section I (1) Indemnity Agreement

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown/notice of cancellation and XXHKXXXXXX notice of any material change in any of the described policies

30 day

Zim Container Service Equipment Control 1281 Pier J Avenue Long Beach, CA 90820

Date

8-26-75

8 6 85

PRINTED IN U

UMBRELLA EXCESS LIABILITY POLICY

Previous	
Police No	NES

FEDERAL INSURANCE COMPANY

Policy No FXL Agency No

CHUBB & SON INC., Manager 90 John Street, New York, N Y 10038

COMM 15%

PRODUCER'S COPY



	DECL	ARA	ATIO	ONS
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1-56-6222

Item 1 Named Insured ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION (SEE END. #4)

Address 17809 SOUTH BROADWAY, GARDENA, CALIFORNIA

Item 2 Policy Period From JULY 1,1973

To JULY 1.1974

12 01 A.M., Standard Time at the address of the Named Insured as stated herein.

I em 3 Premium

Item 4 Limit of Liability—as per Insuring Agreement II

(a) Limit in respect of each occurrence

- s_ 2,000,000
- (b) Limit in the Aggregate for each Annual Period where applicable
- 2,000,000

(c) Retained Limit

10,000.

LOS ANGELES, CALIFORNIA

(Date)

JUNE 22,1973

1c/LA

Broker or Agent WILT IRE INSURANCE AGENCY

Read A Approved

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0M M O

SCHEDULE OF UNDERLYING INSURANCE

	tive date of Schedule	JULY 1,	1973			ched to and for of Policy Num	rming F ber	*XL 77	79-9	4-77
issu	ed to	ELIXIR	INDUSTF	RIES, A	CALIFORN	IA CORPO	RATION -	(SEE	END	#4)
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iτ	EM (b) INCLUI Products (com Employees as Blanket Contra Personal Injur Liquor Legal L	ipleted operat Insureds actual Liability y A B & C	ions) Liabili ⁴			x x x x	/es No)]]		

ιo

Authorized Representative





Manager

90 John Street New York N Y 10038

Date Issued

JUNF 22,1973

Endorsement No

1

Insured

ELIXIR INDUSTRIES, A CALIF CORP Policy No

TXL 7779-94-77

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

July 1,1973

Producer

WILSHIRE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE DISPERSAL RELEASE OR ESCAPE OF SMOKE VAPORS SOOT FUMES ACIDS ALKALIS TOXIC CHEMICALS OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES! LIQUIDS OR GASES WASTE MATERIALS OR OTHER IRRITANTS CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OR WATER EXCEPT INSOFAR AS COVERAGE IS PROVIDED IN THE UNDERLYING INSURANCE AT THE LIMITS SPECIFIED IN THE SCHEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED



Manager

90 John Street New York N Y 10038

Date Issued

JUNE 22,1973

Endorsement No 2

Insured

ELIXIP INDUSTRIES, A CALIF CORP

Policy No

FXL 7779-94-77

Name of Company FLDERAL INSURANCE CO PANY

Effective Date

JULY 1,1973

Producer

WILSHIRE INSURANCE AGENCY

- 160 10

SUPPLEMENTARY PAYMENTS

IT IS AGREED THAT WITH RESPECT TO ANY OCCURRENCE NOT COVERED BY THE UNDERLYING POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE BUT COVERED BY THE TERMS AND CONDITIONS OF THIS POLICY EXCEPT FOR THE AMOUNT OF RETAINED LIMIT SPECIFIED IN ITEM 4 (C) OF THE DECLARATIONS THE COMPANY SHALL

- (A) DEFEND ANY SUIT AGAINST THE INSURED ALLEGING SUCH INJURY OR DESTRUCTION AND SEEKING DAMAGES ON ACCOUNT THEREOF EVEN IF SUCH SUIT IS GROUNDLESS FALSE OR FRAUDULENT BUT THE COMPANY MAY MAKE SUCH INVESTIGATION NEGOTIATION AND SETTLEMENT OF ANY CLAIM OR SULT AS IT DEEMS EXPEDIENT
- (B) PAY ALL PREMIUMS ON BONDS TO RELEASE ATTACHMENTS FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS POLICY ALL PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH CEFENDED SUIT BUT WITHOUT ANY OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS
- (C PAY ALL EXPENSES INCURRED BY THE COMPANY ALL COSTS TAXED AGAINST THE INSURED IN ANY SUCH SUIT AND ALL INTEREST ACCRUING AFTER ENTRY OF JUDGMENT UNTIL THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT SUCH PART OF SUCH JUDGMENT AS DOES NOT EXCEED THE LIMIT OF THE COMPANY S LIABILITY THEREON
- (D) REIMBURSE THE INSURED FOR ALL REASONABLE EXPENSES OTHER THAN LOSS OF EARNINGS INCURRED AT THE COMPANY S REQUEST

AND THE AMOUNTS SO INCURRED EXCEPT SETTLEMENTS OF CLAIMS AND SUITS ARE PAYABLE BY THE COMPANY IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY ON THIS POLICY

IN JURISDICTIONS WHERE THE COMPANY MAY BE PREVENTED BY LAW OR OTHERWISE FROM CARRYING OUT THIS AGREEMENT THE COMPANY SHALL PAY ANY EXPENSE INCURRED WITH ITS WRITTEN CONSENT IN ACCORDANCE WITH THIS AGREEMENT

THE INSURED SHALL PROMPTLY REIMBURSE THE COMPANY FOR ANY AMOUNT WITHIN THE RETAINED LIMIT SPECIFIED IN ITEM 4 (C) OF THE DECLARATIONS PAID ON BEHALF OF THE INJURED IN SETTLEMENT OR SATISFACTION OF A CLAIM OR SUIT

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

DEFENSE

Authorized Representative____

FORM 10476 ED 11 71)



Manager

90 John Street New York N Y 10038

Date Issued

JUNE 22,1973

Endorsement No 3

Insured

ELIXIP INDUSTRIES, A CALIF CORP

Policy No

FXL 7779-94-77

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

JULY 1,1973

Producer

WILSHIPE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY EXCEPT WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH THE NAMED INSURED IS THE SOLE PROPRIETOR

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

"APPLIES ONLY TO THOSE INDIVIDUALS AS NAMED INSUREDS "

INDIVIDUAL AS NAMED INSURED FORM 10540 (ED. 11.71)

Authorized Representative_____



JUME 22,1073 Date Issued

Endorsement No

Insured

ELIMIP INCUSTRIES, A CALIF CORP

Policy No

FXL 7779~94-77

Name of Company FEDEPAL INSURANCE COMPANY

Effective Date

JULY 1,1973

4

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT THE NAMED INSURED IS COMPLETED TO READ

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION) WARD AND SON. INC TRU-FORM, INC AUTOMIC DISPOSER CORPORATION CUSTOM ALUMINUM MANUFACTURING CO, INC. ROLAND R SAHM, AN INDIVIDUAL SAHY, AN INDIVIDUAL ROMONA A JERRY RAPPORT, AN INDIVIDUAL AGNES RAPPORT, AN INDIVIDUAL WARD, INC , HOWARD F WARD ASSOCIATES, INC WARD PROPERTIES, INC R & L EXTRUSIONS, INC

DOING BUSINESS AS

TRAVEL TRIM & VENT CO ALUN-A-FORM COMPANY BROADWAY TETALS & FABRICATORS NORTHWEST MOBILE PRODUCTS G & L STEEL COMPANY BROADWAY - ELKHART RIXILE V R & L EXTRUSIONS MOBILE TRIM , **FUMETCO** MTC SUPPLY RECREATIONAL VEHICLE CENTERS OF AMERICA

All Other Terms and Conditions Remain Unchanged

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Authorized Representative

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Date Issued JUNE 22,1973

Endorsement No 4 CONTINUED

Insured

ELI IT INDUSTRIES, A CALIF CORP

Policy No

FXL 777--34-77

Name of Company FEEEPAL INSURANCE COMPANY

Effective Date

JULY 1,1973

Producer

WILSHIRE INSURANCE AGENCY

INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
BROADWAY ELKHART, INC
EMF CORPORATION
ELIYIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY OWNED SUBSIDIARIES

All Other Terms and Conditions Remain Unchanged

Authorized Represen ative

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GU 8583 (Ed 10 59)

Pol No FXL 7779-94-77

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is ag eed that the policy does not apply

- 1 Under any Liability Coverage to injury sickness disease death or destruction
 - (a) with respect to which an insured under the policy sialso an insured under a nucleal energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Under with termination upon exhaust on of its limit of liability or
 - (b) resulting from the hazardous properties of nuclea mate all and with respect to which (1) any person or oliganization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatoly thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agency thereof with any person or organization.
- II Under any Medical Payments Coverage or under any Supplementary Payments pro son relating to immediate medical o surgical relief to expenses incurred with respect to bod ly injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III Under any Liability Cove age to njury sickness disease death o destruction esulting from the haza dous propelties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by o on behalf of a insured o (2) has been discharged or dispersed therefrom
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used piocessed stored transported or disposed of by or on behalf of an insured or
 - (c) the injury sickness disease death or destruction a ses out of the full is hing by an insuled of selection materials parts of equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of Americants to establishment or possessions of Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this endorsement

haza do s p ope t es nclude ad oact e tox c or e plos e p opert es

nuclea materal means source mate al special nuclea mate al o byp oduct mate al

sou ce material special nuclea material and byp oduct mater 1 have the meanings gien them in the Atomic Energy Act of 1954 or in any law amendatory the eof

spent fuel means any fuel element or fuel component sold oil quid which has been used oile posed to lad at on in a nuclear leactor

waste means any waste mate at (1) containg bypodict mate at and (2) esulting from the operation by any person organization of any nuclear facility included within the definition of nuclear facility in deligation (b) thereof

nucle facility means

- () any nuclear eactor
- (b) any equipment oide ice designed oi used foi (1) separating the solopes of an umioi plutonium (2) plocessing or utilizing spent fuel oi (3) handling processing oi packaging waste
- (c) any equipment or device used for the processing fab cating of alloying of special nuclea, material fat any time the total amount of such material in the custody of the sured at the piemises where such equipment of device is located consists of original contains more than 25 grams of plutonium or u anium 233 or any combination the eof or more than 250 grams of u anium 235.
- (d) any structure basin excalation plemises on place plepa ed on used to the storage on a sposal of waste

and includes the site on which any of the folegoing is located. If operations conducted on such site and all plemises used fol such operations.

n clea eacto means any app tus designed o used to sustain n clea if ssio in a self supporting chain eaction o to contain a critical mass of if ssionable mate al

With respect to injuly to or destruction of property, the wold injuly or destriction includes all follows of radioact electrons of property.



A.P. \$350.00

Date Issued

DECEMBER 4, 1973

Endorsement No 6

insured

ELIXIR INDUSTRIES, A CALIF. CORP.

Policy No

FXL 7779 94 77

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

11/29/73

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT:

1. THE FOLLOWING SHALL BE INCLUDED ON THE SCHEDULE OF UNDERLYING INSURANCE:

FOREMOST INSURANCE COMPANY BODILY INJURY LIABILITY

\$100,000. EACH PERSON U \$300,000. EACH OCCURRENCE

PROPERTY DAMAGE LIABILITY

\$ 50,000. EACH OCCURRENCE

2. THERE IS AN ADDITIONAL PREMIUM OF \$350 OO DUE TO

THE COMPANY NOW.

All Other Terms and Conditions Remain Unchanged

Authorized Represe italive



Date Issued

FEBRUARY 20, 1974

Endorsement No

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

FXL 7779 94 77

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

11/29/74

7

Producer

WILSHIRE INSURANCE AGENCY

It is agreed Endorsement No 6 applies to "Recreational Vehicle Centers of America" With respect to the renting of motor homes and tent trailers It is also agreed the policy number and period of the Foremost Insurance Company Policy is

K 252-6833357√ 11-29-73/74 √

It is further agreed the following is added to the schedule of automobile underlying insurance

(1) Seguros Tepeyac, S A v #CC B 3085 A,B,C,D v 11-29-73/74 Bodily Injury Liability \$10,000 - Each Person \$20,000 - Each Occurrence

Property Damage Liability \$10,000 - Each Occurrence \(\square\)

(2) Gulf Insurance Company GA 7710499~ 7-1-72/75 Bodily Injury Liability \$100,000 - Each Person \$300,000 - Each Occurrence

Property Damage Liability \$100,000, - Each Occurrence

with respect to accidents occurrence in Mexico for which claim is brought in the United States

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Previous NEW Policy No

Form 10026 Γ (Id 11 61)

Policy No FXL 77799477 Agency No 5-06779

K 6113 (M)

FEDERAL INSURANCE COMPANY

INCORPORATED UNDER THE LAWS OF NEW JERSEY

CHUBB & SON INC., Manager



90 John St New York N Y 10038

TRAMMELL-MCKINLEY & ASSOCIATES, INC. **INSURANCE**

680 WILSHIRE PLACE

DECLARATIONS

LOS ANGELES, CALIFORNIA 90005 PHONE: 385-6204	
Item 1 Named Insured ELIXIR INDUSTRIES, A CALIFORNIA CORP	ORATION (SEE END #4)
Address 17809 SOUTH BROADWAY, GARDENA, CALIFORNI	Α
Item 2 Policy Period From JULY 1,1973 To JUL 12 01 A.M Standard Time at the address of the Named Insured as state	
Item 3 Premium \$ 10,500 00	
Item 4 Limit of Liability—as per Insuring Agreement II (a) Limit in respect of each occurrence (b) Limit in the Aggregate for each Annual Period where applicable (c) Retained limit	2,000,000 2,000,000 10,000
Issued at LOS ANGELES, CALIFORNIA (Date) JUNE 22, Broker or Agent WILSHIRE INSURANCE AGENCY	1973
Countersigned by	

FEDEKAL INSUKANCE COMPANY

Incorporated Under The Laws of New Jersey

(A stock insurance company herein called the Company)

Agrees with the Insured named in the declarations made a part hereof in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limit of liability exclusions, conditions and other terms of the policy

INSURING AGREEMENTS

1 Coverage

The Company hereby agrees subject to the limitations terms and conditions hereinafter mentioned, to indemnify the Insured for all sums for which the Insured shall become obligated to pay by reason of liability

(a) imposed upon the Insured by law

or (b) assumed under contract or agreement by the Named Insured and/or by any officer director stockholder partner or employee of the named insured, while acting in his capacity as such

for damages direct or consequential and expenses all as more fully defined by the term ultimate net loss on account of

- (1) Personal Injuries including death at any time resulting therefrom
- (11) Property Damage
- (111) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world

2 Limit of Liability

The Company shall only be liable for the ultimate net loss the exce s of either

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

- 1 Insured The unqualified word Insured wherever used in this policy includ s not only the Named Insured but also -
 - (a) any officer director stockholder partner or employee of the Named Insured while acting in his capacity as such any organi zation or proprietor with respect to real estate management for the Named Insured and any subsidiary owned or controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company
 - (b) any person organization trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them
 - (c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances subject to the provisions in Condition A but not for broader coverage than is available to such additional Insured under any under lying insurances as set out in attached Schedule
 - (d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured or to my aircraft hired for use in behalf of the Named Insured any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof p ovided the actual use of the automobile or aircraft is with the permis sion of the Named Insured. The insurance extended by this sub-division (d) with respect to any person or organization other turn the Named Insured shall not apply
 - I to any person or organization or to any agent or employee thereof operating an automobile repair shop public garage sales agency service station or public parking place with respect to any occurrence arising out of the operation thereof
 - 2 to any manufacturer of aircraft engines or aviation acces sories or any aviation sales or service or repair organiz tion or ai poi or hangar operator or their respective employees or agents with respect to any occurrence arising out of the opera tion thereof
 - ith respect to any hired automobile or aircraft to the own thereof or any employee of such owner This sub division (d) shall not apply if it restricts the insurance granted under sub division (c) hove
- 2 Personal Injuries The term Personal Injuries wherever used herein means bodily injury mental injury ment l an mush sho k sickne's lisease disability false arrest false imprisor ient wrongful e iction letention implicious prosecution discrimi ation humiliation ilso I bel slander or defamation of character or ivasion of rights of priva y except that which arises out of any Advertising
- 3 Property Daniege The term property damage wherever used herein shall mean only direct damage to or destruction f tangible property (other than property owned by the Insured) includ mg consequential loss or loss of use resulting therefrom
- 4 Advertising Liability The term Advertising Liability wherever used herein shall mean
 - (1) Libel slander or defamation
 - (2) Any infringement of copyright or of title or of slogan
 - (3) hiracy or unfair competition or idea misappropriation under an my lel centra

- (a) the amount recoverable under underlying insurances as set out in the attached schedule
- or (b) the retained limit as stated in Declaration 4 (c) in respect of each occurrence not covered by said underlying insurances (herein after called the underlying limits)

and then only up to a further sum as stated in Item 4 (a) of the Declarations in respect of each occurrence - subject to a limit as stated in Item 4 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease sustained by any employees of the Insured

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid there under this policy shall

- (1) in the event of reduction pay the excess of the reduced under lying limit
- (2) in the event of exhaustion continue in force as underlying insurance

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability

- (4) Any invasion of right of privacy committed or alleged to have been committed in any advertisement, publicity article broadcast or telecast and arising out of the Named Insured's Advertising activities
- 5 Occurrence The term Occurrence wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence
- 6 Ultimate Net Loss The term Ultimate Net Loss shall mean the total sum which the Insured or any company as his insurer or both become obligated to pay by reason of personal injury property damage or advertising liability claims either through adjudication or compromise and shall also include hospital medical and funeral charges and all sums paid as salaries wages compensation fees charges and law costs premiums on attachment or appeal bonds interest, expenses for doctors lawyers nurses and investigators and other persons and for litigation settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence cover d hereunder excluding only the salaries of the Insured's or of any underlying insurers p rmanent employees

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance

- wherever us d herein shall 7 Automobile The term Automobile wherever us d herein mean a land motor vehicle trailer or semi trailer
- 8 Aircraft The term Aircraft wherever used herein shall mean any heavier than air or lighter than air aircraft designed to transport persons or property
- Products Liability The term Products Liability means
 - (a) Liability arising out of goods or products manufactured sold handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned rented or controlled by the Named Insured provided such goods or products shall be deemed to include any container thereof other than a vehicle but shall not include any vending machine or any property other than such container rented to or located for use of others but not sold
 - (b) Liability arising out of operations if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned rented or controlled by the Named Insured provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement provided further the following shall not be deemed to be Operations within the meaning of this paragraph (1) pick up or delivery except from or onto a railroad car (11) the maintenance of vehicles owned or used by or in behalf of the Insured (111) the existence of tools uninstalled equipment and abandoned or unused m terials
- 10 Annual Period The term each Annual Period shall mean each consecutive p riod of one year commencing from in pt nd c ftl s I

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS

This policy shall not apply

(a) to any obligation for which the Insured or any company as its insurer may be held liable under any Workmen's Compensation unemployment compensation or disability benefits law provided however that this exclusion does not apply to liability of others

assumed by the Named Insured under contract or agreement
This policy shall not apply except insofar as coverage is available
to the Insured under the underlying insurances set out in the attached schedule

(b) to claims made against the Insured

(1) for repairing or replacing any defective product or products manufactured sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement (11) for the loss of use of any such defective product or products or part or parts thereof

() with respect to advertising activities to claims made against

the Insured for

(1) failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract

(11) bodily injuries death or physical property damage

THIS POLICY IS SUBJECT TO THL FOLLOWING CONDITIONS

- A. Premium Unless otherwise provided the premium for this Policy is a flat premium and is not subject to adjustment except as pro vided herein and in Condition N
 - In the event of additional Insureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to the Company hereon and if an additional premium has been charged for such addition on the Underlying Insurances the Company shall be entitled to charge an appropriate additional premium hereon
- Special Conditions Applicable to Occupational Disease As regards personal injury by occupational disease sustained by any employee of the Insured this policy is subject to the same warranties terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder
- Inspection and Audit The Company shall be permitted at all rea sonable times during the policy period to inspect the premises plants machinery and equipment used in connection with the Insured's business trade or work and to examine the Insured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences happening during the term of this policy
- Cross Liability In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder
 - In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if s pa ate policies had be n issued to each Insured hereunder

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II

Notice of Occurrence Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event hat the Insured be held liable is likely to involve this Policy notice hall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable provided nowever that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to claims hereunder that provides such claims. shall not prejudice such claims

Assistance and Cooperation of the Insured The Insured shall be re sponsible for the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured which no underlying insurer is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled provided however that the Insured shall make no settlement for any sum in excess of the retained limit without the approval of the Company When in the judgment of the Company an occurrence may involve damages in excess of the retained limit the Company may elect at any time to assume complete control of the investigation settlement and defense of all claims and suits in connection therewith

The Insured shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof and shall enforce any right of con tribut of or and ma to against any person or organization who may

(111) infringement of registered trade mark service mark or trade name by use thereof as the registered trade mark service mark or trade name of goods or services sold offered for sale or advertised but this shall not relate to titles or slogarts

(1V) incorrect description of any article or commodity

(v) mistake in advertised price

(d) with respect to any watercraft owned by the Insured while away from premises owned rented to or controlled by the Insured except liability of the Named Insured for watercraft not owned by them it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for per sonal injury to their employees unless such liability is already excluded under Exclusion (a) above

(e) to the ownership maintenance operation use loading or unloading of aircraft owned by the Insured

(f) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment except with respect to the ownership maintenance or use, including loading or unloading of automobiles while away from premises owned by rented to or controlled by the named insured or the ways immediately adjoining

be liable to the Insured because of personal injury and property damage with respect to which insurance is afforded under this policy or the underlying policies

- Appeals In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits the Company may elect to make such appeal at their cost and expense and shall be liable for the taxable costs and disburse ments and interest incidental thereto but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal
- H Loss Payable Liability under this policy with respect to any occur rence shall not attach unless and until the Insured or the Insured s underlying insurer shall have paid the amount of the underlying limits on account of such occurrence. The insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured the claimant and the Company If any subsequent payments shall be made by the Insured on account of the same occurrence additional account of the same occurrence additional account of the same occurrence. tional claims shall be made similarly from time to time Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy
- Bankruptcy and Insolvency In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency
- Other Insurance If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance Nothing herein shall be construed to make this policy subject to the terms conditions and limitations of other insurance
- Subrogation Inasmuch as this policy is Excess Coverage Insured's right of recovery against any person or other entity can not be exclusively subrogated to the Company It is therefore understood and agreed that in case of any payment hereunder the Company will act in concert with all other interests (including the Insured) concerned in the exercise of such rights of recovery The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder lastly t e interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue if any Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (includ ing the Insured) concerned in the ratio of their respective recoveries as finally settled
- Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy
- Assignment Assignment of int rest under the policy shall not bind the Company unless and until their consent is endors I hereon

Cancellation This contract may be ancelled by the Named Insured by mailing to the Company written notice stating when, thereafter such cancellation shall be effective This contract may be cancelled by the Company by mailing to the Named Insured at the address shown in this contract written notice stating when, not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the contract period.

If the Named Insured cancels effective as of any date other than an anniversary of the contract, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels earned premium shall be computed pro rata Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Named Insured If this contract insures more than one Named Insured cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds notice of cancellation

- by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests therein
- O Conflicting Statutes In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby because of non-compliance with any statute thereof then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute
- P Maintenance of Underlying Insurances It is a condition of this policy that the policy or policies referred to in the attached 'Schedule of Underlying Insurances or renewals thereof not more restrictive in coverage shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as they would have been had the Insured complied with the said condition

In Mitness Wherent, the Federal Insurance Company has caused this policy to be signed by its President and Secretary at New York, New York, but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized represent ative of the Company

Franci L Franci

Secretary

William M Rees

President

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	ICY	Щ	Street 10038				K 6413 (5M)
	POLICY	Ž	John S L Y J				
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800 Dorchester Blvd West

Natl Bank of Commerce Bldg

NEW ORLEANS

PHILADELPHIA

NEW YORK

342 Madison Ave Public Ledger Bldg

Soo Line Bldg

MINNLAPOLIS

MONTREAL

FEDERAL INSURANCE COMPANY

Chubb & Son Inc Manager BRANCH OFFICES

90 John Stree: NY NY 10038

3200 Wilshire Blvd	LOS ANGELES
Suste 750 127 W 10th St	KANSAS CITY MO
VA 703 Chafin Bldg	HUNTINGTON W VA
1850 Penobscot Bldg	DETROIT
518 17th St	DENVER
Mercantile Securities Bldg	DALLAS
175 West Jackson Blvd	CHICAGO
201 S Tryon St	CHARLOTTE N C
100 Colony Square	ATLANTA

Suite 1400 Plaza 600 6th & Stewart 914 Mercantile Towson Bldg One Oliver Plaza 555 California St 1803 N Westshore Blvd - 36 Toronto St Shoreham Bldg O A SAN FRANCISCO WASHINGTON TOWSON MD PITTSBURGH TORONTO SEATTLE TAMPA



SCHEDULE OF UNDERLYING INSURANCE

CHUBB	
Effective date of this Schedule	

JULY 1,1973

Attached to and forming part of Policy Number

FXL 7779-94-77

Issued to

ELIXIR INDUSTRIES, A CALIFORNIA CORPORATION (SEE END #4)

(a)	CARRIER POLICY NUMBER AND TERM INDUSTRIAL INDEMNITY TO FOLLOW	TYPE OF COVERAGE Workmen s Compensation & Employers Liability	APPLICAB Coverage B—Employe \$ UNLIMITED -	ers Liability
(b)	GULF INSURANCE CO GA 7710-499 7/1/72 - 7/1/75	\$300,000 COMBINED SINGS Comprehensive BODILY INJURY General Liability LIABILITY AND PROPERTY DAMAGE LIABILITY	Bodily Injury Liability \$ -	/ each person each occurrence aggregate (where applicable)
			•	ibility —each occurrence —-aggregate
(c)	GULF INSURANCE CO GA 7710-499 7-1-72 - 7-1-75	Comprehensive Automobile Liability	\$ 300,000 Property Damage Lie	each person each occurrence
i I I	EM (b) INCLUDES THE FOLLOWING COVING		0 0 0	

Authorized Representative



Manager

90 John Street New York N Y 10038

te Issued

JUNE 22,1973

Endorsement No 1

1

ured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

FXL 7779-94-77

me of Company

FEDERAL INSURANCE COMPANY

Effective Date

JULY 1,1973

ducer

WILSHIRE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE DISPERSAL RELEASE OR ESCAPE OF SMOKE VAPORS SOOT FUMES ACIDS ALKALIS TOXIC CHEMICALS OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) LIQUIDS OR GASES WASTE MATERIALS OR OTHER IRRITANTS CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OR WATER EXCEPT INSOFAR AS COVERAGE IS PROVIDED IN THE UNDERLYING INSURANCE AT THE LIMITS SPECIFIED IN THE SCHEDULE OF UNDERLYING INSURANCE ATTACHED TO THIS POLICY

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

ntative H Lanles

LUTION FOLLOW FORM

M 10561 (ED 11 71)



90 John Street New York N Y 10038

Date Issued

JUNE 22,1973

Endorsement No 2

Insured

ELIXIR INDUSTRIES, A CALIF CORP Policy No

FXL 7779-94-77

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

JULY 1,1973

Producer

WILSHIRE INSURANCE AGENCY

SUPPLEMENTARY PAYMENTS

IT IS ACREED THAT WITH RESPECT TO ANY OCCURRENCE NOT COVERED BY THE UNDERLYING POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE BUT COVERED BY THE TERMS AND CONDITIONS OF THIS POLICY EXCEPT FOR THE AMOUNT OF RETAINED LIMIT SPECIFIED IN ITEM 4 (C) OF THE DECLARATIONS THE COMPANY SHALL

- (A) DEFEND ANY SUIT AGAINST THE INSURED ALLEGING SUCH INJURY OR DESTRUCTION AND SEEKING DAMAGES ON ACCOUNT THEREOF EVEN IF SUCH SUIT IS GROUNDLESS FALSE OR FRAUDULENT BUT THE COMPANY MAY MAKE SUCH INVESTIGATION NEGOTIATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT
- (B) PAY ALL PREMIUMS ON BONDS TO RELEASE ATTACHMENTS FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS POLICY ALL PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH DEFENDED SUIT BUT WITHOUT ANY OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS
- (C) PAY ALL EXPENSES INCURRED BY THE COMPANY ALL COSTS TAXED AGAINST THE INSURED IN ANY SUCH SUIT AND ALL INTEREST ACCRUING AFTER ENTRY OF JUDGMENT UNTIL THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT SUCH PART OF SUCH JUDGMENT AS DOES NOT EXCEED THE LIMIT OF THE COMPANY S LIABILITY THEREON
- (D) REIMBURSE THE INSURED FOR ALL REASONABLE EXPENSES OTHER THAN LOSS OF EARNINGS INCURRED AT THE COMPANY S REQUEST

AND THE AMOUNTS SO INCURRED EXCEPT SETTLEMENTS OF CLAIMS AND SUITS ARE PAYABLE BY THE COMPANY IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY ON THIS POLICY

IN JURISDICTIONS WHERE THE COMPANY MAY BE PREVENTED BY LAW OR OTHERWISE FROM CARRYING OUT THIS AGREEMENT THE COMPANY SHALL PAY ANY EXPENSE INCURRED WITH ITS WRITTEN CONSENT IN ACCORDANCE WITH THIS AGREEMENT

THE INSURED SHAL PROMPTLY REIMBURSE THE COMPANY FOR ANY AMOUNT WITHIN THE RETAINED LIMIT SPECIFIED IN ITEM 4 (C) OF THE DECLARATIONS PAID ON BEHALF OF THE INSURED IN SETTLEMENT OR SATISFACTION OF A CLAIM OR SUIT

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

DEFENSE

FORM 10476 (ED 11 71



90 John Street New York N Y 10038

Date Issued

JUNE 22,1973

Endorsement No 3

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

FXL 7779-94-77

Name of Company

FEDERAL INSURANCE COMPANY

Effective Date

JULY 1,1973

Producer

WILSHIRE INSURANCE AGENCY

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY SHALL NOT APPLY EXCEPT WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH THE NAMED INSURED IS THE SOLE PROPRIETOR

ALL OTHER TERMS AND CONDITIONS NOT INCONSISTENT HEREWITH REMAIN UNCHANGED

"APPLIES ONLY TO THOSE INDIVIDUALS AS NAMED INSUREDS "

INDIVIDUAL AS NAMED INSURED FORM 10540 (ED 11 71)

Authorized Representative # Landis



JUNE 22,1973 Date Issued

Endorsement No

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

FXL 7779-94-77

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

JULY 1,1973

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGREED THAT THE NAMED INSURED IS COMPLETED TO READ

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION)

WARD AND SON, INC

TRU-FORM, INC

ATOMIC AUTOMEC DISPOSER CORPORATION

CUSTOM ALUMINUM MANUFACTURING CO, INC

ROLAND R SAHM, AN INDIVIDUAL ROMONA A SAHM, AN INDIVIDUAL JERRY RAPPORT, AN INDIVIDUAL AGNES RAPPORT, AN INDIVIDUAL

HOWARD F WARD, INC WARD ASSOCIATES, INC WARD PROPERTIES, INC R & L EXTRUSIONS, INC

DOING BUSINESS AS

TRAVEL TRIM & VENT CO ALUM-A-FORM COMPANY BROADWAY METALS & FABRICATORS NORTHWEST MOBILE PRODUCTS G & L STEEL COMPANY BROADWAY - ELKHART RIXILE R & L EXTRUSIONS MOBILE TRIM FUMETCO

MTC SUPPLY

RECREATIONAL VEHICLE CENTERS OF AMERICA

All Other Terms and Conditions Remain Unchanged

(M) 08EB



Date Issued JUNE 22,1973 Endorsement No 4 CONTINUED

Insured ELIXIR INDUSTRIES, A CALIF CORP Policy No FXL 7779-94-77

Name of Company FEDERAL INSURANCE COMPANY Effective Date JULY 1,1973

Producer WILSHIRE INSURANCE AGENCY

INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
BROADWAY ELKHART, INC
BMF CORPORATION
ELIXIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY OWNED SUBSIDIARIES

H Landels
Authorized Representative

All Other Terms and Conditions Remain Unchanged

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K 83 9 (25)

Pol No FXL 7779-94-77

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy does not apply

- Under any Liability Coverage to injury sickness disease death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- Under any Medical Payments Coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- Under any Liability Coverage to injury sickness disease death or destruction resulting from the hazardous properties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored trans ported or disposed of by or on behalf of an insured or
 - (c) the injury sickness disease death or destruction arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility
- IV As used in this endorsement

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is lo cated consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

With respect to injury to or destruction of property the word njury or destruction includes all forms of radioactive contamination of property

Handres Auth d Rep entat



A.P \$350.00

Date Issued

DECEMBER 4, 1973

Endorsement No 6

Insured

ELIXIR INDUSTRIES, A CALIF CORP

Policy No

FXL 7779 94 77

Name of Company FEDERAL INSURANCE COMPANY

Effective Date

11/29/73

Producer

WILSHIRE INSURANCE AGENCY

IT IS AGRFED THAT

THE FOLLOWING SHALL BE INCLUDED ON THE SCHEDULE OF 7 UNDERLYING INSURANCE

FOREMOST INSURANCE COMPANY BODILY INJURY LIABILITY

\$100,000. EACH PERSON \$300,000 EACH OCCURRENCE

PROPERTY DAMAGE LIABILITY

\$ 50,000 EACH OCCURRENCE

2 THERE IS AN ADDITIONAL PREMIUM OF \$350 OO DUT TO THE COMPANY NOW

Il Other Terms and Conditions Remain Unchanged

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K 6380 ()



TRAMMELL-MCKINLEY & ASSOCIATES, INC.
INSURANCE
680 WILSHIRE PLACE
LOS ANGELES, CALIFORNIA 90005
PHONE: 385-6204

GENERAL LIABILITY - AUTOMOBILE POLICY

This policy provides general liability or automobile insurance or both as shown on the pages within. Please read your policy

POLICY PROVISIONS

In consideration of the payment of the premium in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy agrees with the named insured as follows

SUPPLEMENTARY PAYMENTS

The company will pay in addition to the applicable limit of liability

(a) all expenses incurred by the company all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon

(b) premiums on appeal bonds required in any such suit premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the insured

because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies not to exceed \$250 per bail bond but the company shall have no obligation to apply for or furnish any such bonds

- (c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit including actual loss of earnings not to exceed \$25 per day

DEFINITIONS

When used in this policy (including endorsements forming a part hereof)

automobile means a land motor vehicle trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include mobile equipment

bodily injury means bodily injury sickness or disease sustained by any person which occurs during the policy period including death at any time resulting therefrom

collapse hazard includes structural property damage as defined herein and property damage to any other property at any time resulting therefrom. Structural property damage means the collapse of or structural injury to any building or structure due to (1) grading of land excavating borrowing filling back filling tunnelling pile driving cofferdam work or caisson work or (2) moving shoring underpithning raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or the underground property damage hazard or (3) for which liability is assumed by the insured under an incidental contract.

completed operations hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured Operations include materials parts or equipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times

- when all operations to be performed by or on behalf of the named insured under the contract have been completed
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property unless the 'injury or property damage arises out of a condition in or on a vehicle ciby the loading or unloading thereof
- (b) the existence of tools uninstalled equipment or abandoned or unused materials or
- (c) operations for which the classification stated in the policy or in the company's manual specifies including completed operations

elevator means any hoisting or lowering device to connect floors or landings whether or not in service and all appliances thereof including any car platform shaft hoistway stairway runway power equipment and machinery but does not include an automobile servicing hoist or a hoist without a platform outside a building if without mechanical power or if not attached to building walls or a hod or material hoist used in alteration construction or demolition operations or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet

explosion hazard includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels piping under pressure prime movers matchinery or power transmitting equipment or (2) arising out of operations performed for the named insured by independent contractors or (3) included within the completed operations hazard or the underground property damage hazard or (4) for which liability is assumed by the insured under an incidental contract

incidental contract means any written (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

insured means any person or organization qualifying as an insured in the Persons insured provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

mobile equipment means a land vehicle (including any machinery or apparatu attached thereto) whether or not self-propelled (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or renter to the named insured including the ways immediately adjoining or (3) de for use principally off public roads or (4) designed or maintained for the purpose of affording mobility to equipment of the following types forming as

al part of or permanently attached to such vehicle power cranes shovels to sers diggers and drills concrete mixers (other than the mix in transit type) graders scrapers rollers and other road construction or repair equipment air compressors pumps and generators including spraying welding and building cleaning equipment and geophysical exploration and well servicing equipment

named insured means the person or organization named in Item 1 of the declarations of this policy

named insureds products means goods or products manufactured sold handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle) but named insureds products shall not include a vending machine or any property other than such container rented to or located for use of others but not sold

"occurrence means an accident including continuous or repeated exposure to conditions which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured

policy territory means

- (1) the United States of America its territories or possessions or Canada or
- (2) international waters or air space provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country state or nation or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consump

tion within the territory described in paragraph (1) above provided the original suit for such damages is brought within such territory

products hazard includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others

property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period

underground property damage hazard includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. Underground property damage means property damage to wires conduits pipes mains sewers tanks tunnels any similar property and any apparatus in connection therewith beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land paving excavating drilling borrowing filling back filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or (3) for which liability is assumed by the insured under an incidental contract

CONDITIONS

1 Premium All premiums for this policy shall be computed in accordance with the company's rules rates rating plans premiums and minimum premiums applicable to the insurance afforded herein

Premium designated in this policy as advance premium is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice

of to the named insured shall become due and payable if the total earned in for the policy period is less than the premium previously paid the company is shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured s property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law rule or regulation.

The company may examine and audit the **named insured s** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph

4 Insured's Duties in the Event of Occurrence Claim or Suit

- (a) In the event of an occurrence written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable
- (b) If claim is made or suit is brought against the insured the insured shall im mediately forward to the company every demand notice summons or other process received by him or his representative

The insured shall cooperate with—the company and upon the companys request assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not except at his own cost

voluntarily make any payment assume any obligation or incur any expense other than for first aid to others at the time of accident

5 Action Against Company No action shall lie against the company unless a a condition precedent thereto there shall have been full compliance with all of the terms of this policy nor until the amount of the insured sobligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company

Any person or organization or the legal representative thereof who has secure such judgment or written agreement shall thereafter be entitled to recover unde this policy to the extent of the insurance afforded by this policy. No person o organization shall have any right under this policy to join the company as a part to any action against the insured to determine the insured's liability or shall the company be impleaded by the insured or his legal representative. Bankruptcy of insolvency of the insured or of the insured's estate shall not relieve the compan of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance except when stated to apply in excess of or contingent upon the absence of othe insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the san basis whether primary excess or contingent the company shall not be I ab under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below

- (a) Contribution by Equal Shares If all of such other valid and collectible insuance provides for contribution by equal shares the company shall not the liable for a greater proportion of such loss than would be payable if ear insurer contributes an equal share until the share of each insurer equal the lowest applicable limit of liability under any one policy or the full amount of the loss is paid and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the filamount of the loss is paid.
- (b) Contribution by Limits If any of such other insurance does not provide f contribution by equal shares the company shall not be liable for a great proportion of such loss than the applicable limit of liability under this polifor such loss bears to the total applicable limit of liability of all valid a collectible insurance against such loss
- **7 Subrogation** In the event of any payment under this policy the compashall be subrogated to all the **insured** singhts of recovery therefor against person or organization and the **insured** shall execute and deliver instruments papers and do whatever else is necessary to secure such rights. The **insured** shall onothing after loss to prejudice such rights.
- **8** Changes Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy shall the terms of this policy be waived or changed except by endorsement issued form a part of this policy signed by a duly authorized representative of the compa
- **9** Assignment Assignment of interest under this policy shall not bind company until its consent is endorsed hereon if however the named insured sl

die such insurance as is afforded by this policy shall apply (1) to the named insured s legal representative as the named insured but only while acting within the scope of his duties as such and (2) with respect to the property of the named insured to the person having proper temporary custody thereof as insured but only until the appointment and qualification of the legal representative

- 10 Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as aggregate shall apply separately to each consecutive annual period thereof
- 11 Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid

shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

- If the named insured cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels e premium shall be computed pro rata. Premium adjustment may be made eith the time cancellation is effected or as soon as practicable after cancellation. Ecomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 12 Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT-BROAD FORM

It is agreed that

- 1 The policy does not apply
 - A Under any Liability Coverage to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insu ance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (b) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
 - B Under any Medical Payments Coverage or under any Supplementary Payments provision relating to first aid to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
 - C Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (3) applies only

to property damage to such nuclear facility and any property thereat

II As used in this endorsement

hazardous properties include radioactive toxic or explosive properties nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing byproduct material and (2 sulting from the operation by any person or organization of any nuclear fax included within the definition of nuclear facility under paragraph (a) (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structur basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

property damage includes all forms of radioactive contamination of property

NEW YORK—It is agreed that the provisions of the Nuclear Energy Liability Exclusion Endorsement—Broad Form printed above does not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy

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CHUBB/PACIFIC INDEMNITY GROUP

From

100 William Street

3200 Wilshire Boulevard

GENERAL LIABILITY-AUTOMOBILE POLICY

DECLARATIONS

7-18-76

New York NY 10038 Los Angeles Calif 90010 Producer Number 5-06779 7101-34-52 Drior Number NEW Policy Number em 1 (76)Named Insured & Address Issued by the stock insurance company indicated (by x below) herein called the company ELIXIR INDUSTRIES FEDERAL INSURANCE COMPANY 17809 SOUTH BROADWAY Incorpo ated under the laws of New Je sey GARDENA, CALIFORNIA 90248 X PACIFIC INDEMNITY COMPANY Inco porated under the laws of California Name Mailing Address of Producer WILSHIRE INSURANCE AGENCY SUN INSURANCE OFFICE LIMITED 680 WILSHIRE PLACE Inco porated under the laws of England LOS ANGELES, CALIF 90005 **Joint** ☐ Corporation ☐ Venture Other_ Audit Period-Annual unless otherwise stated below Item 2 12 01 A.M standard time at the address Policy Period of the Named Insured as stated 7-18-75 To

·									
Item3 Insurance is afforded only with respect to the Coverage Part(s) specified by a premium charge									
Coverage Part	AdvancePremium	Coverage Part	Advance Premium						
	\$		\$						
Comprehensive General Liability Insurance	\$ 803.00	Comprehensive Automobile Liability Insurance	\$ 25 00						
Personal Injury Liability Insurance	\$ INCL	Automobile Medical Payments Insurance	\$						
Contractual Liability Insurance (Blanket)	\$ 80 00	Protection Against Uninsured Motorists Insurance	\$						
ntractual Liability Insurance Designated Contracts Only)	\$	Automobile Physical Damage Insurance (Fleet Automatic)	\$						
Premises Medical Payments Insurance	\$	Automobile Physical Damage Insurance (Non Fleet)	\$						
Owners Landlords and Tenants Liability Insurance	\$	Automobile Physical Damage Insurance (Dealers)	\$						
Manufacturers and Contractors Liability Insurance	\$	Garage Insurance	\$						
Owners and Contractors Protective Liability Insurance (Coverage for Operations of Designated Contractor)	\$		\$						
Comprehensive Personal Insurance	\$		\$						
Farmer's Comprehensive Personal Insurance	\$		\$						
Farmer s Medical Payments Insurance	\$		\$						
BROAD FORM PROPERTY DAMAGE	\$ INCL		\$						
H Landres	_	TOTAL ADVANCE PREMIUM	\$ 908.00						

T is Declaration Page with Policy Provisions Coverage Part(s) and Endorsement(s) complete above numbered policy

In Witness Whereof the company issuing this policy has caused this policy to be signed by its authorized officers or the authorized officers of its U S Manager Chubb & Son Inc. but this policy shall not be valid unless also signed by a duly authorized representative of the company

LA/ 8-26-75

21000 (B

PACIFIC INDEMNITY COMPANY

Authorized Representative

FEDERAL INSURANCE COMPANY

CHUBB& SON INC US MANAGER OF SUN INSURANCE OFFICE LIMITED

Charles A Lane
Pesdent

Su Collan, Para 2

Sec eta;

Frame L James

L 5989 (20M)



SCHEDULE

Coverages	Limits of	Liability	 Policy No (76)7101-34- Advance Premium
A Bodily Injury Liability	\$ 500,000	each occurrence	\$ 530
	\$ 1000,000	agg egate	
8 Property Damage Liability	\$ 500,000	each occurrence	\$ 353
	000,000,£	aggregate	
Enter x c u classification and code	number if Exclúsion (q) applies		\$ 883 AOO Total Advance Premium

COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the Insured all sums which the Insured shall ome legally obligated to pay as damages because of

Coverage A bodily injury or

Coverage B property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of fitness or quality of the named insured s products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner

- (b) to **bodily injury** or **property damage** arising out of the ownership maintenance operation use loading or unloading of
- any automobile or aircraft owned or operated by or rented or loaned to any insured or
- (2) any other automobile or aircraft operated by any person in the course of his employment by any insured

but this exclusion does not apply to the parking of an automobile on premises owned by rented to or controlled by the named insured or the ways immediately adjoining if such automobile is not owned by or rented or loaned to any insured

- (c) to bodily injury or property damage arising out of (1) the ownership maintenance operation use loading or unloading of any mobile equipment while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed ruse the rewith
- or (2) the operation or use of any snowmobile or trailer designed for use therewith (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or ted or loaned to any insured

to bodily injury or property damage arising out of the ownership maintenance operation use loading or unloading of

- (1) any watercraft owned or operated by or rented or loaned to any insured or
- (2) any other watercraft operated by any person in the course of his employment by any insured

but this exclusion does not apply to watercraft while ashore on premises owned by rented to or controlled by the named insured

- (f) to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemical liquids or gases waste materials or other irritants contaminants or pollutant into or upon land the atmosphere or any water course or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudde and accidental
- 'g) to bodily injury or property damage due to war whether or not declared civwar insurrection rebellion or revolution or to any act or condition incident to an of the foregoing with respect to
- (1) liability assumed by the insured under an incidental contract or
- (2) expenses for first aid under the Supplementary Payments provision
- (h) to bodily injury or property damage for which the insured or his indemnite may be held liable
- (1) as a person or organization engaged in the business of manufacturing ditributing selling or serving alcoholic beverages or
- (2) if not so engaged as an owner or lessor of premises used for such purpose if such liability is imposed
- (i) by or because of the violation of any statute ordinance or regulation $p\varepsilon$ taining to the sale gift distribution or use of any alcoholic beverage or
- (ii) by reason of the selling serving or giving of any alcoholic beverage to a min or to a person under the influence of alcohol or which causes or contributes the intoxication of any person

but part (ii) of this exclusion does not apply with respect to liability of t insured or his indemnitee as an owner or lessor described in (2) above

- (i) to any obligation for which the insured or any carrier as his insurer may be he liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (j) to **bodily injury** to any employee of the **insured** arising out of and in t course of his employment by the **insured** or to any obligation of the **insured** indemnify another because of damages arising out of such injury but this clusion does not apply to liability assumed by the **insured** under an **inciden** contract
- (k) to property damage to
- (1) property owned or occupied by or rented to the insured
- (2) property used by the insured or
- (3) property in the care custody or control of the insured or as to which the insure is for any purpose exercising physical control.

but parts (2) and (3) of this exclusion do not apply with respect to liability un a written sidetrack agreement and part (3) of this exclusion does not apply w respect to property damage (other than to elevators) arising out of the use of elevator at premises owned by rented to or controlled by the named insured

(I) to property damage to premises alienated by the named insured arising out such premises or any part thereof

destroyed resulting from

- a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or
- (2) the failure of the named insured s products or work performed by or on behalf of the named insured to meet the level of performance quality fitness or durability warranted or represented by the named insured
- but this exclus on does not apply to loss of use of other tangible property result g from the sudden and accidental physical injury to or destruction of the imed insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured
- (n) to property damage to the named insured s products arising out of such products or any part of such products
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- (p) to damages claimed for the withdrawal inspection repair replacement or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein
- (q) to property damage included within
- (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol x
- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business
- (b) if the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) if the named insured is designated in the declarations as other than an indidual partnership or joint venture the organization so designated and any execue officer director or stockholder thereof while acting within the scope of his auties as such
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and
- (e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law
 - (i) an employee of the named insured while operating any such equipment in the course of his employment and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any per son or organization legally responsible for such operation but only if there is no other valid and collectible instruce available either on a primary or excess basis to such person or organization

provided that no person or organization shall be an insured under this paragraph (e) with respect to

his employment o

(2) property damage to property owned by rented to in charge of or occupied to the named insured or the employer of any person described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage arising out (the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) pe sons or organ zations who sustain bodily injury or property damage or (3) claims made or suit brought on account of hodily injury or property damage the company's liability i limited as follows

Coverage A—The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one of more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages becaus of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as aggregate

Coverage B—The total liability of the company for all damages because of a property damage sustained by one or more persons or organizations as the resu of any one occurrence shall not exceed the limit of property damage liability state in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence—the total liability of the company for all damages because of all property damage to which the coverage applies and described in any of the numbered subparagraphs below should not exceed the limit of property damage liability stated in the schedule aggregate.

- (1) all property damage arising out of premises or operations rated on a remuner tion basis or contractor—equipment rated on a receipts basis—including proerty damage for which liability is assumed under any incidental contract relative to such premises or operations—but excluding property damage—included subparagraph (2) below
- (2) all property damage arising out of and occurring in the course of operatio performed for the named insured by independent contractors and general suprivision thereof by the named insured including any such property damage f which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage arising out maintenance or repairs at premises owned by or rented to the named insured structural alterations at such premises which do not involve changing the sit of or moving buildings or other structures
- (3) all property damage included within the products hazard and all proper damage included within the completed operations hazard

Such aggregate limit shall apply separately to the **property damage** described subparagraphs (1) (2) and (3) above and under subparagraphs (1) and (2) separate with respect to each project away from premises owned by or rented to t named insured

Coverages A and B.—For the purpose of determining the limit of the compan liability all bodily injury and property damage arising out of continuous or repeat exposure to substantially the same general conditions shall be considered as arisi out of one occurrence

IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occumulation the policy territory

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein

When used as a premium basis

admissions means the total number of persons other than employees of the named insured admitted to the event insured or to events conducted on the premi whether on paid admission tickets complimentary tickets or passes

cost means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors all work let or sub-let in connection with each specific project unebding the cost of all labor materials and equipment furnished used or delivered for use in texecution of such work whether furnished by the owner contractor or subcontractor including all fees allowances bonuses or commissions made paid or due receipts means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as

receipts means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as rated on a receipts basis other than receipts from telecasting, breadcasting or motion pictures and includes taxes other than faxes which the named insured colle as a separate item and remits directly to a governmental division.

as a separate item and remits directly to a governmental division

remuneration means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (exceoperators of mobile equipment) and aircraft pilots and copilots subject to any overtime earnings or limitation of remuneration rule applicable in accordance with manuals in use by the company

sales means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during to policy period and charged during the policy period for installation servicing of repair and includes taxes other than taxes which the named insured and such oth allect as a separate item and remit directly to a governmental division

COMPREHENSIVE GENERAL LIABILITY EXPOSURES

INSURED

Policy N(76)7101-34-52

		ANNUAL	ANNUAL	RATES		VUAL PREMIUM	
DESCRIPTION OF HAZARDS	CODE NO	PREMIUM BASE	S BI	P D	ВІ	PD	
Premises — Operations —		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d)	(a) Pe 100 Sq (b) Per L nea Fo (c) Pe \$100 of I (d)	Ft of A ea oot Remune ation			
TRIP COVERAGE AS PER END # 3	0301	TO BE		R MON	TO BE	DETERMINED	
h) Escalators (Include Location)	Code No	No No Insd Land r	gs Pe L	d g			
NOT COVERED							
(c) Independent Contractors—Let or Sublet Work	Code No	Co t	Pe \$10	0 of Cost		-	
NOT COVERED							
(d) Completed Operations—Products	Code No	Rece pts Sales	Pe \$1 000 of	Rece pts Sale	-		
RECREATIONAL VEHICLES	34401	750,000	1 07		482	00 321	00
CHASSIS PARTS							
) Endorsements							
FOREIGN COVERAGE		SEMENT FORM_131	30				



COVERAGE

COVERAGE

COVERAGE

COVERAGE

LIMITS OF LIABILITY

P Personal Injury Liability

Significant of the following groups of offenses as are indicated by specific premium charge or charges

GROUPS OF OFFENSES

ADVANCE PREMIUM

A. False Arrest Detention or Imprisonment or Malicious Prosecution

Source N(76)7101-34-52

LIMITS OF LIABILITY

Aggregate

Limits of Liability

Aggregate

ADVANCE PREMIUM

A. False Arrest Detention or Imprisonment or Malicious Prosecution

Source N(76)7101-34-52

Minimum Premium

EXCLUSION "C" DELETED

Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy

I COVERAGE P-PERSONAL INJURY LIABILITY

Insured s Participation

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called personal injury) sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured s business

Libel Slander Defamation or Violation of Right of Privacy

Group A-false arrest detention or imprisonment or malicious prosecution

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material or a publication or utterance in violation of an individual's right of privacy except publications or utterances in the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured

Group C—wrongful entry or eviction or other invasion of the right of private occupancy

If such offense is committed during the policy period within the United States of merica its territories or possessions or Canada and the company shall have the it and duty to defend any suit against the insured seeking damages on account such personal injury even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured
- (d) to personal injury arising out of any publication or utterance described in Group B if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance

(e) to personal injury arising out of a publication or utterance described in Group E concerning any organization or business enterprise or its products or services made by or at the direction of any insured with knowledge of the faisity thereof

Total Advance Premium

\$

\$

\$

INCL

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set fortibelow

- (a) if the named insured is designated in the declarations as an individual the person so designated and his spouse
- (b) if the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partne or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such

This insurance does not apply to personal injury arising out of the conduct of an partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

III LIMITS OF LIABILITY INSURED S PARTICIPATION

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain personal injury or (3) claims made or suits brought on account of personal injury the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as aggregate

If a participation percentage is stated in the schedule for the **insured** th company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loshall be borne by the insured provided the company may pay the **insured s** portion of a loss to effect settlement of the loss and upon notification of the action take the named insured shall promptly reimburse the company therefor

IV ADDITIONAL DEFINITION

When used in reference to this insurance

damages means only those damages which are payable because of person injury arising out of an offense to which this insurance applies

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SCHEDULE

surance applies only to those coverages for whi	Poli	Policy No (76)7101-34-9 Advance Premium				
Y Contractual Bodily Injury Liability	\$	500,000	each occurrence	\$	48 00	
Z Contractual Property Damage Liability	\$ \$	500,000 1,000,000	each occurrence aggregate	\$	32 00	
Exclusions (o) (p) (q) or (r) are not applicable wh	en indica	eted by 🛚		\$	80 00 Total Advance Premium	
(o) (p) (q)] (r)			L		

I COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract shall become legally obligated to pay as damages because of

bodily injury or property damage

to which this insurance applies caused by an **occurrence** and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage** even if any of the allegations of the **suit** are groundless false or fraudulent and may make such investigation and settlement of any claim or **suit** as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- any arbitration proceeding wherein the company is not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceed gs or
 - y suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

- (a) to Hability assumed by the insured under any incidental contract
- (b) (1) If the insured is an architect engineer or surveyor to bodily injury or property damage arising out of professional services performed by such insured including (i) the preparation or approval of maps drawings opinions reports surveys change orders designs or specifications and (ii) supervisory inspection or engineering services (2) if the indemnitee of the insured is an architect engineer or surveyor to the liability of the indemnitee his agents or employees arising out of (i) the preparation or approval of maps drawings opinions reports surveys change orders designs or specifications or (ii) the giving of or the fail ure to give directions or instructions by the indemnitee his agents or employees provided such giving or failure to give is the primary cause of the bodily injury or property damage
- (c) to **bodily injury** or **property damage** due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing dis tributing selling or serving alcoholic beverages or
 - (2) if not so engaged as an owner or lessor of premises used for such purposes if such liability is imposed
 - (i) by or because of the violation of any statute ordinance or regulation per taining to the sale gift distribution or use of any alcoholic beverage or
 - (ii) by reason of the selling serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person

but part (ii) of this exclusion does not apply with respect to liability of the in demnitee as an owner or lessor described in (2) above

- (' to any obligation for which the insured or any carrier as his insurer may be held under any workmen's compensation unemployment compensation or disability its law or under any similar law _ _ _
- (f) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project

- (g) to property damage to
- (1) property owned or occupied by or rented to the insured
- (2) property used by the insured or
- (3) property in the care custody or control of the insured or as to which the insurer is for any purpose exercising physical control
- (h) to property damage to premises alienated by the named insured arising out o such premises or any part thereof
- (i) to loss of use of tangible property which has not been physically injured o destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or
 - (2) the failure of the named insured's products or work performed by or on behal of the named insured to meet the level of performance quality fitness or durability warranted or represented by the named insured

but this exclusion does not apply to loss of use of other tangible property result ing from the sudden and accidental physical injury to or destruction of the namet insured s products or work performed by or on behalf of the named insured afte such products or work have been put to use by any person or organization othe than an insured

- (j) to property damage to the named insured's products arising out of such product or any part of such products
- (k) to property damage to work performed by or on behalf of the named insurer arising out of the work or any portion thereof or out of materials parts or equipmen furnished in connection therewith
- (I) to damages claimed for the withdrawal inspection repair replacement or loss of use of the named insured's products or work completed by or for the named insure or of any property of which such products or work form a part if such products wor or property are withdrawn from the market or from use because of any known o suspected defect or deficiency therein
- (m) to bodily injury or property damage arising out of the ownership maintenance operation use loading or unloading of any mobile equipment while being used i any prearranged or organized racing speed or demolition contest or in any stuntin activity or in practice or preparation for any such contest or activity
- (n) to bodily injury or property damage arising out of the discharge dispersal releas or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquid or gases waste materials or other irritants contaminants or pollutants into o upon land the atmosphere or any water course or body of water but this exclusio does not apply if such discharge dispersal release or escape is sudden an accidental

Unless stated in the schedule as not applicable the following exclusions also appl to contractual liability assumed by the insured under any agreement relating t construction operations

This insurance does not apply

- (o) to **bodily injury** or **property damage** arising out of construction maintenance c repair of watercraft or loading or unloading thereof
- (p) to **bodily injury** or **property damage** arising out of operations within fifty feet c any railroad property affecting any railroad bridge or trestle tracks road bed tunnel underpass or crossing
- (q) to bodily injury or property damage included within the completed operation hazard or the products hazard
- (r) to property damage included within
 - (1) the explosion hazard
 - (2) the collapse hazard or
 - (3) the underground property damage hazard

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

(a) if the named insured is designated in the declarations as an individual the person so designated and his spouse

(b) if the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partner or member f but only with respect to his liability as such

the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organ izations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

COVERAGE Y—The total liability of the company for all damages including damages for care and loss of services because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to each **occurrence**

COVERAGE Z—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage to which this cover age applies shall not exceed the limit of property damage liability stated in the schedule as aggregate. Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured

COVERAGES Y and Z—For the purpose o determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

V POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

contractual liability means liability expressly assumed under a written contract or agreement provided however that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured sproducts or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner

suit includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent

VI ADDITIONAL CONDITION

Arhitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding



2CHEDRIFE

Total Advance Premium | \$ 25,00 \$ 10.00 each occurrence 200,000 \$ Property Damage Liability \$ 12.00 000 000 еасh оссителсе Bodily Injury Liability ე 000'009 each person ADVANCE PREMIUM LIMITS OF LIABILITY COVERAGES POLICY NO(76)7101-34-52 Insurance applies only to those coverages for which a Limit of Liability is shown

cause of acts or omissions of an insured under (a) (b) or (c) above (d) any other person or organization but only with respect to his or its liability be

None of the following is an insured

his employment to sny person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of

(ii) the owner or lessee (of whom the named insured is a sub lessee) of a hired automobile or the owner of a non owned automobile or any agent or employee of any such owner or lessee

member of his household member of his household member of his household

vehicle) or and not being used for business purposes with another type motor (1) a motor vehicle while used with any trailer owned or hired by such per son or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile (iv) any person or organization other than the named insured with respect to

son or organization and not covered by like insurance in the company

the named insured (v) any person while employed in or otherwise engaged in duties in connection with an automobile business other than an automobile business operated by

bile owned by or registered in the name of a partner thereo of which the insu ed is a partner or member and which is not designated in this policy as a named insured or (2) if the n med insured is a partnership an automo (I) a non owned automobile used in the conduct of any partnership or joint venture This insurance does not apply to bodily injury or property damage arising out of

III LIMITS OF LIABILITY

Regard as of the number of (1) insureds under this policy (2) persons or organical scount of bodily injury or property damage (3) claims made o suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies the companys liability is limited as oflows

respecting each person the total liability of the company for all damages in cluding damages for care and loss of services because of bodily injury sustained by two or more persons as the result of any one occurr not shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each limit of bodily injury liability stated in the schedule as applicable to each one person as the result of any one or urrence but subject to the above provision of damages for care and loss of services because of bodily injury sustained by the claim of the company subject to the above provision of persons as the result of any one or urrence but subject to the above provision of the result of any one or urrence but subject to the contract of Coverage C-The limit of bodily injury liability stated in the schedule as applica

coverage 0—The total liability of the company for all cantages because of all p pperty damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property. smage liability stated in the schedule as applicable to each occurrence

Coverages C and D—For the purpose of determining the limit of the companys abditly all bodily injury and property as ascentifications of considering out o considered as a sing out of substantially the same get rel conditions shall be considered as a sing out of considered as a sing out of considering the considered as a sing out of cons

out of one occurrence

IV POLICY TERRITORY

LELLITOLY within the territory described in paragraph (I) or (2) of the definition of policy This insurance applies only to bodily injury or prop ity daringe which occurs

V ADDITIONAL DEFINITIONS

When used in reference to this insuranc (including endorsements forming a part

servicing storing or parking automobiles automobile business means the business or occupation of selling repairin

I COVERAGE C-BODILY INJURY LIABILITY

COVERAGE D. PROPERTY DAMAGE LIABILITY

Decome legally obligated to pay as damages because of

Coverage C bodily injury or

Coverage D property damage

of judgments or settlements ecompany shall not be obligated to pay any claim or judgment or to defend any suit after the spplicable limit of the company's liability has been exhausted by payment investigation and settlement of any claim or suit as it deems expedient but the to which this insurance applies caused by an occurrence and arising out of the ownership maintenance or use including loading and unloading of any automobile and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodhy injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such insurance.

This insurance does not apply

(a) to liability assumed by the insured under any contract or agreement

refits law or under any similar law jispje nudet suk workmen s compensation unemployment compensation or disability (b) to any obligation for which the insured or any carrier as his insurer may be held

required to be provided under any workmen's compensation law apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or of his employment by the insured or to any obligation of the insu ed to indemnify another because of damages arising out of such injury but this exclusion does not to bodily injury to any employee of the insured arising out of and in the course

(d) to property damage to

(1) property owned or being transported by the insured or

mopile covered by this insu ance (2) property rented to or in the care custody or control of the insured or to which the insured is for any purpose exercising physical control other than property damage to a residence or private garage by a private passenger auto

Payments provision (e) to bodily injuly or property damage due to war wnether or 30 decisted civil war naurrection rebellion or revolution or to any act or condition incident to any of the foregoing with respec to expenses for first and under the Supplements y

not apply it such discharge dispersal release or escape is sudden and accidental land the atmosphere or any watercourse or body of w ter but this exclusion does (f) to bodily mjury or property damage arising out of the discharge dispersal re-lease or escape of smoke vapors soot tumes acids alkalis toxic hemical inquids or g ses waste materials or other irritants contaminants or pollutants rio or upon that the statement of the property of the

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth

(a) the named insured

sured mobile only while such automobile is being used in the bus ness of the named in (b) any partner or executive officer thereof but with respect to a non owned auto

 $^\prime$ any other person while using an owned automobile or a bired automobile with the smission of the named insured provided 'is actual operation or (if he is not staing) his other actual use thereof is within the scope of such permission but with respect to bodily injury or property damage attaing out of the loading or unloading thereof such other person shall be an insured only if the is

(1) a lessee or borrower of the automobile or

(Z) an employee of the named insured or of such lessee or borrower

hired automobile means an automobile not owned by the named insured which is used under contract in behalf of or loaned to the named insured provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named in sured who is granted an operating allowance of any sort for the use of such automobile

on-owned automobile means an $\underline{automobile}$ which i neither an owned autopuble nor a hired automobile

owned automobile means an automobile owned by the named insured

private passenger automobile means a four wheel private passenger or static wagon type automobile

trailer includes semi trailer but does not include mobile equipment

VI ADDITIONAL CONDITION

, 1 °

Excess Insurance—Hired and Non Owned Automobiles

With respect to a hired automobile or a non owned automobile this insurance shabe excess insurance over any other valid and collectible insurance available to the insured

Policy No (76)7101-34-52

		D	ADVANCE PREMIUMS								
1 Owned Automobile	s Premiu		ВІ	P D	MP						
Loc ton	Year of Model	T ade Nar	me .	Model or Body Type Load Capac ty Tank Gallon o G V W	Ser Mot	alor o No	Rate Class				
		NOT	COVE	RED							
Hired Automobiles	S. Promus	m Rasis Cod	10111110								
Locatio	ons Where A I Be P c pa	tomob les	Pu poses of Use	Est mated Cost of H e	Rates	Pe \$100 Cost of	H re				
covere	D, IF	Y ANY			PRIVATE	PASS	4 00	\$15 00	\$10 00		
					COMM'L		9 00	(DEPOSIT		MUMINIMUM	
		Premium Basi	s — Class	1 Persons and Class				11131			
Class) Pe so s-Name		IF ANY		Locat	on of Headqua te s	oiPe so s Name	ad Here	INCLUDE	D		
Class 2 Employees — Est m ted A e age N m	be L	ocatio of Head	q arte soft	Class 2 Employees	<u> </u>	tes Pe Employee		1			
					CLASS	1 2.	M P	+			
COVERED	_		CLASS		5	INCLUDE					
4 Special Coverage	s and End	orsements	FORE	IGN COVER	RAGE END	ORSEME	TN	 			
				WIDE FORM							
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the following coverage part(s) and the policy relating to the policy relation to the policy relation to the policy relation to the policy relation to the policy relation to the policy relation to the policy relation to the po

PAGE # 1

This endorsement effective

(12 01 A M standard t me)

forms a part of policy No (76)7101-34-52

issued to

bу

Authorized Representative

POLICY TERRITORY ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT ITEM (1) OF THE FOREIGN COVERAGE ENDORSEMENT IS DELETED IN ITS ENTIRETY AND SUBSTITUTED FOR BY THE FOLLOWING

POLICY TERRITORY MEANS

(a) THE COUNTRY OR COUNTRIES AS DESIGNATED HEREUNDER (EXCLUDING THE UNITED STATES OF AMERICA, CUBA, CANADA, ALBANIA, BULGARIA, CZECHOSLOVAKIA, EAST GERMANY, ESTONIA, HUNGARY, LATVIA, LITHUANIA, POLAND, RUMANIA, SOVIET UNION, YUGOSLAVIA, CHINA, TIBET, NORTH VIETNAM, NORTH KOREA AND OUTER MONGOLIA),

DESIGNATED COUNTRY/COUNTRIES

ANY COUNTRY IN THE WORLD

OR

(b) INTERNATIONAL WATERS OR AIR SPACE, PROVIDED THE BODILY INJURY OR PROPERTY DAMAGE DOES NOT OCCUR IN THE COURSE OF TRAVEL OR TRANS-PORTATION WHICH IS BOTH TO AND FROM THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS BUT THIS RESTRICTION SHALL NOT APPLY TO TRAVEL OR TRANSPORTATION TO OR FROM A TERRITORY OR POSSESSION OF THE UNITED STATES OF AMERICA WHEN SUCH TERRITORY OR POSSESSION IS WITHIN THE TERRITORY DEFINED IN (a) ABOVE,

OR

(c) ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGES BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF A PRODUCT WHICH WAS SOLD FOR USE OF CONSUMPTION WITHIN THE TERRITORY DESCRIBED IN (a) ABOVE

OR

(d) CHINA, ALBANIA, BULGARIA, CZECHOSLOVAKIA, EAST GERMANY, ESTONIA, HUNGARY, LATVIA, LITHUANIA, POLAND, RUMANIA, THE SOVIET UNION AND YUGOSLAVIA, SUBJECT HOWEVER TO THE FOLLOWING PROVISIONS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s)

PAGE #2

This endorsement effective

(12 01 A M standard t me)

forms a part of policy No (76)7101-34-52

issued to

by

Authorized Representative

- (1) IF CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED OUTSIDE OF ALBANIA, CUBA, BULGARIA, CZECHOSLOVAKIA, EAST GERMANY, ESTONIA, HUNGARY, LATVIA, LITHUANIA, POLAND, RUMANIA, SOVIET UNION, YUGOSLAVIA, CHINA, TIBET, NORTH VIETNAM, NORTH KOREA AND OUTER MONGOLIA, THE OBLIGATIONS OF THE COMPANY AS SET FORTH IN THE POLICY SHALL APPLY
- IF CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED IN ANY OF THE COUNTRIES INDICATED IN ITEM (1) ABOVE, THE COMPANY AGREES TO REIMBURSE THE INSURED FOR ANY AMOUNT INCLUDING INDEMNITY, COURT COSTS, DEFENSE EXPENSE UP TO THE LIMIT OF ONLY \$ 25,000 EACH OCCURRENCE FOR BOTH BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

REIMBURSEMENT IN SUCH CASES PRECLUDES THE REQUIREMENTS IN THE POLICY CONDITIONS ON BEHALF OF THE COMPANY TO PROVIDE DEFENSE OF ANY SUIT AGAINST THE INSURED THIS ALSO PRECLUDES ANY REQUIREMENT FOR IN-VESTIGATION, CLAIMS HANDLING OR DETERMINATION OF LIABILITY ON BEHALF OF THE INSURED FOR SUCH SUITS OR OBLIGATIONS WHETHER GROUND-LESS OR OTHERWISE AND THE COMPANY SHALL NOT BE OBLIGATED TO PROVIDE THE INSURED WITH ANY DEFENSE OR INVESTIGATION SUCH CONDITIONS OF THIS POLICY BEING ACCEPTED BY THE INSURED BECAUSE OF HIS PERMISSION TO OPERATE IN THE COUNTRIES INDICATED ABOVE

THE INSURED WILL TAKE ALL THE NECESSARY STEPS TO PROTECT THE COMPANY'S INTEREST REGARDING COVERAGE PROVIDED UNDER THIS PARAGRAPH (d) IN CONNECTION WITH THEIR OPERATIONS IN THE COUNTRIES INDICATED above

THIS INSURANCE EXTENSION SHALL APPLY ONLY WITH RESPECT TO PRODUCTS SOLD IN THE ABOVE MENTIONED COUNTRIES AND TO THE OPERATIONS OF THE ANSURED WHICH ARE NOT CONDUCTED FROM ANY PREMISES OR WORKSITES OPERATED OR MAINTAINED BY THE INSURED IN ANY OF THOSE COUNTRIES



END #2

FOREIGN COVERAGE ENDORSEMENT SPECIFIED COUNTRIES

POLICY # (76)71-1-34-52

It is agreed that

The policy territory definition is deleted and the following substituted therefor policy territory means

(1)

The investigation defense and settlement provisions of this contract shall only apply provided the claim is made or suit is brought within the territory defined above. The Company's rights and duties with respect to the investigation defense and settlement of claims or suits and the insured's duties with respects to the investigation defense and settlement of claims or suits shall be as follows.

- (a) The Company shall have the right but not the duty to investigate and settle such claims and defend such suits
- (b) In any case in which the Company elects not to investigate settle or defend the insured under the supervision of the Company shall make or cause to be made such investigation and defense as are reasonably necessary and subject to the prior authorization by the Company will effect to the extent possible such settle ment or settlements as the Company and the insured deem prudent
- (c) The Company shall reimburse the insured for the reasonable cost of such investigation defense or settlement

The Company's duties under this paragraph cease after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s)

This endorsement effective

(1201 A M standard time)

forms a part of policy No (76)7101-34-52

issued to

by

TRIP COVERAGE

- SUCH INSURANCE AS IS PROVIDED BY THIS POLICY IS APPLICABLE TO Α EMPLOYEES AND EXECUTIVE OFFICERS WHOSE PRINCIPAL DUTIES ARE CONFINED TO THE UNITED STATES OF AMERICA OR CANADA, WHILE THEY ARE TEMPORARILY OUTSIDE THE UNITED STATES OR CANADA AND NOT ASSIGNED TO A SPECIFIC FOREIGN OPERATION OR WHILE THEY ARE TRAVELING TO AND FROM THE UNITED STATES OF AMERICA AND /OR CANADA
- THE INSURANCE SHALL ATTACH FROM THE TIME THE EMPLOYEE OR В EXECUTIVE OFFICER BOARDS ANY AIRCRAFT, VESSEL OR OTHER MEDIUM OF TRANSPORTATION WHICH IS BOUND FOR A DESTINATION OUTSIDE THE UNITED STATES OF AMERICA OR CANADA
- C THE INSURANCE SHALL CEASE WHEN THE EMPLOYEE OR EXECUTIVE OFFICER ALIGHTS FROM THE MEDIUM OF TRANSPORTATION FIRST RETURNING HIM TO THE UNITED STATES OF AMERICA OR CANADA
- D PREMIUM SHALL BE DETERMINED ON AUDIT AT A RATE OF \$15 00 PER PERSON PER TRIP FOR PURPOSES OF PREMIUM COMPUTATION A TRIP SHALL BE DEEMED NOT TO EXCEED THIRTY (30) DAYS IN THE EVENT ONE CONTINUOUS TRIP SHALL EXCEED THIRTY (30) DAYS, EACH THIRTY (30) DAY PERIOD OR ANY PART THEREOF SHALL BE CONSIDERED AS ONE COMPLETED TRIP THIRTY DAYS PRIOR TO EXPIRATION THE INSURED WILL REPORT THE TOTAL NUMBER OF TRIPS AND PERSONNEL INVOLVED TO THE COMPANY

LIABILITY

Adv 3006

L 9486 (Ed 173

BROAD FORM PROPERTY DAMAGE ENDORSEMENT

(Including Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

This endorsement effective

forms a part of policy No (76)7101-34-52

(12 01 A M standard time)

issued to

by

A Landres
Author red Representative

Classifications

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

A The exclusions relating to property damage to (1) property owned occupied or used by or rented to the insured or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (y) and (z)

(y) to property damage

- (1) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured
 - (b) tools or equipment while being used by the insured in performing his operations
 - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
 - (d) that particular part of any property not on premises owned by or rented to the insured
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or
 - (ii) out of which any property damage arises or
 - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured
- (z) with respect to the completed operations hazard and with respect to any classification stated above as including completed operations to property damage to work performed by the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- B The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

AUTHENTIC

POLICY

READ

PLEASE

HOME OFFICE P O Box 1771

DALLAS TEXAS 75221

CENTRAL DIVISION

(St pervising Indiana Ill nois Kentucky Michigan Ohio and Wisconsii) 311 East Ohio Street INDIANAPOLIS INDIANA

EASTERN DIVISION

(Supervising Delaware Maryland New Jersey New York and Pennsylvania) 2175 Lemoine Avenue FORT LEE NEW JERSEY

PACIFIC DIVISION

(Si pervising Arizona California Nevada and Utah) 724 South Spring Street LOS ANGELES CALIFORNIA

SOUTHWESTERN DIVISION

(Supervising Alabama Arkansas Colorado Florida Georgia Idaho Kansas Louisiana Missouri New Mexico North Carolina Oklahoma South Carolina Tennessee Texas Washington and Wyoming) 3015 Cedar Springs Road DALLAS TEXAS

PLEASE READ YOUR POLICY

TABL CANCELATION RATE SHORT

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GULF INSURANCE COMPANY

DALLAS TEXAS

(A stock insurance company herein called the company)

n consideration of the payment of the premium in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy igrees with the named insured as follows

Supplementary Payments

The company will pay in addition to the applicable limit of liability

ŧ

(a) all expenses incurred by the company all costs taxed against the insured n any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon

(b) premiums on appeal bonds required in any such suit premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the insured

because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies not to exceed \$250 per bail bond but the company shall have no obligation to apply for or furnish any such bonds

(c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies

(d) reasonable expenses incurred by the **insured** at the company's request in cluding actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request

Definitions

When used in this policy (including endorsements forming a part hereof)

automobile means a land motor vehicle trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include mobile equipment

bodily injury means bodily injury sickness or disease sustained by any person

collapse hazard includes structural property damage as defined herein and property damage to any other property at any time resulting therefrom. Structural property damage means the collapse of or structural injury to any building or structure due to (1) grading of land excavating borrowing filling back filling tunnelling pile driving cofferdam work or caisson work or (2) moving shoring underpinning raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or the underground property damage hazard or (3) for which liability is assumed by the insured under an incidental contract

completed operations hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs after h operations have been completed or abandoned and occurs away from premises

d by or rented to the named insured Operations include materials parts quipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times

 when all operations to be performed by or on behalf of the named insured under the contract have been completed

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

The completed operations hazard does not include bodily injury or property dam age arising out of

(a) operations in connection with the transportation of property unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof

- (b) the existence of tools uninstalled equipment or abandoned or unused materials or
- (c) operations for which the classification stated in the policy or in the company's manual specifies including completed operations

damages includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage

elevator means any hoisting or lowering device to connect floors or landings whether or not in service and all appliances thereof including any car platform shaft hoistway stairway runway power equipment and machinery but does not include an automobile servicing hoist or a hoist without a platform outside a building if without mechanical power or if not attached to building walls or a hod or material hoist used in alteration construction or demolition operations or inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet

explosion hazard includ s property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels piping under pressure prime movers matchinery or power transmitting equipment or (2) arising out of operations performed for the named insured by independent contractors or (3) included within the completed operations hazard or the underground property damage hazard or (4) for which liability is assumed by the insured under an incidental contract

incidental contract means any written (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

insured means any person or organization qualifying as an insured in the Persons Insured provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

mobile equipment means a land vehicle (including any machinery or apparatus attached thereto) whether or not self propelled (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the named insured including the ways immediately adjoining or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

GENERAL AUTOMOBILE
LIABILITY
POLICY
PROVISIONS
PART ONE

Insert Declarations Page (Part Two) and Coverage Part(s) here so that top edge butts against fold of Contract, and permits policy number to appear through window ATTACH ENDORSEMENTS IF ANY TO TOP BACK OF DECLARATIONS

ral part of or permanently attached to such vehicle power cranes shovels rs diggers and drills concrete mixers (other than the mix in transit type) gi ers scrapers rollers and other road construction or repair equipment air compressors pumps and generators including spraying welding and building cleaning equipment and geophysical exploration and well servicing equipment

 ${\it named}$ insured ${\it means}$ the person or organization named in Item 1 of the declarations of this policy

named insured s products means goods or products manufactured sold handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle) but named insured s products shall not include a vending machine or any property other than such container rented to or located for use of others but not sold

occurrence means an accident including injurious exposure to conditions which results during the policy period in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**

policy territory means

- (1) the United States of America its territories or possessions or Canada or
- (2) international waters or air space provided the **bodily injury** or **property damage**does not occur in the course of travel or transportation to or from any other
 country state or nation or

(3) anywhere in the world with respect to damages because of bodily injury o property damage arising out of a product which was sold for use or consump tion within the territory described in paragraph (1) above provided the origina suit for such damages is brought within such territory

products hazard includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made a any time with respect thereto but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and afte physical possession of such products has been relinquished to others

property damage means injury to or destruction of tangible property

underground property damage hazard includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. Underground property damage means property damage to wires conduits pipes mains sewers tanks tunnels any similar property and an apparatus in connection therewith beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land paving excavating drilling borrowing filling back filling or pil driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or (3) for which liability is assumed by the insured under an incidental contract

Conditions

1 Premium All premiums for this policy shall be computed in accordance with the company's rules rates rating plans premiums and minimum premiums applicable to the insurance afforded herein

Premium designated in this policy as advance premium is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid the company shall return to the named insured the unearned portion paid by the named insured.

ne named insured shall maintain records of such information as is necessary premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe.

The company may examine and audit the named insureds books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

- 3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph
- 4 Insured's Duties in the Event of Occurrence Claim or Suit
- (a) In the event of an occurrence written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured the insured shall im mediately forward to the company every demand notice summons or other process received by him or his representative
- c) The insured shall cooperate with the company and upon the company's request assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence

and obtaining the attendance of witnesses. The insured shall not except a his own cost voluntarily make any payment assume any obligation or incu any expense other than for first aid to others at the time of accident

Action Against Company No action shall lie against the company unless a a condition precedent thereto there shall have been full compliance with all o the terms of this policy nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person of organization shall have any right under this policy to join the company as a part to any action against the insured to determine the insured s liability nor shall the company be impleaded by the insured or his legal representative. Bankruptcy of insolvency of the insured or of the insured sestate shall not relieve the compan of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance except when stated to apply in excess of or contingent upon the absence of othe insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the sam basis whether primary excess or contingent the company shall not be liabl under this policy for a greater proportion of the loss than that stated in th applicable contribution provision below

- (a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equal the lowest applicable limit of liability under any one policy or the full amount of the loss is paid and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits if any of such other insurance does not provide to contribution by equal shares the company shall not be liable for a greate proportion of such loss than the applicable limit of liability under this polic for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss
- 7 Subrogation In the event of any payment under this policy the compan shall be subrogated to all the insured's rights of recovery therefor against an person or organization and the insured shall execute and deliver instruments an papers and do whatever else is necessary to secure such rights. The insured shall on onthing after loss to prejudice such rights.
- 8 Changes Notice to any agent or knowledge possessed by any agent or be any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy signed by a duly authorized representative of the company
- 9 Assignment Assignment of interest under this policy shall not bind th company until its consent is endorsed hereon if however the named insured sha

e sucl insurance as is afforded by this policy shall apply (1) to the named sured's legal representative as the named insured but only while acting within e scope of his duties as such and (2) with respect to the property of the med insured to the person having proper temporary custody thereof as insured t only until the appointment and qualification of the legal representative

- O Three Year Policy If this policy is issued for a period of three years the nits of the company's liability shall apply separately to each consecutive annual of thereof
- 1 Cancellation This policy may be cancelled by the named insured by surrender ereof to the company or any of its authorized agents or by mailing to the company ritten notice stating when thereafter the cancellation shall be effective. This plicy may be cancelled by the company by mailing to the named insured at the ldress shown in this policy written notice stating when not less than ten days iterative such cancellation shall be effective. The mailing of notice as aforesaid.

shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation be comes effective but payment or tender of unearned premium is not a condition of cancellation.

12 Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance

IN WITNESS WHEREOF the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the tachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company

Bonlet Secretary

assume President

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

Nuclear Energy Liability Exclusion Endorsement - Broad Form

t is agreed that

The policy does not apply

A Under any Liability Coverage to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (b) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- B Under any Medical Payments Coverage or under any Supplementary Payments provision relating to first and to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- C Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (3) applies only

to property damage to such nuclear facility and any property thereat

II As used in this endorsement

hazardous properties include radioactive toxic or explosive properties nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

property damage includes all forms of radioactive contamination of property

NEW YORK—It is agreed that the provisions of the Nuclear Energy Liability Exclusion Endorsement—Broad Form printed above do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy

GULF INSURANCE COMPANY

3015 Cedar Springs Road

Agency No	02-6800
	& Mc Quilliams
	ngeles, California

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DALLAS, IEX	H 2
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Agent Ada	ms &	Mc (Quilliams	
			, California	

	New
DECLARATIONS	OLD POLICY NUMBER

GENERAL AUTOMOBILE LIABILITY POLICY

Item 1 Named Insured

No GA 7 71 04 99

No Street Town or City County State

Elixir Industries, et al (see endt #1) 17809 South Broadway Gardena California

7-1-72 7-1-75 Item 2 Policy Period (Mo Day Yr.) (36 Months) То

12 01 A M standard time at the address of the named insured as stated herein

3	The insurance afforded is only with respect to such of the following	owing Parts designate	d by an X	(ın ⊠ a	nd Coverages therein	as	are indicated by
	specific premium charge or charges. The limit of the company	s liability against eac	ch such Co	verage sha	ll be as stated herei	n s	ubject to all the
	terms of this policy having reference thereto						
	Comprehensive General Liability Insurance						ADVANCE
	Owners Landlords and Tenants Liability Insurance		LIMITS OF	I IADII ITV	Ĺ		PREMIUM
.	Manufacturers and Contractors Liability Insurance		LIMITS OF	LINDILITI			
	Contractual Liability Insurance						
	Completed Operations and Products Liability Insurance	EACH PERSON	EACH OCC	URRENCE	AGGREGATE		
	Bodily Injury Liability	\$100 000	\$ 300,	000	\$ 300,000	\$	Incl
	Property Damage Liability	XXXXXX	\$ 100,	000	\$ 100,000	\$	Incl
		EACH PERSO	N	EAC	CH ACCIDENT		
	Premises Medical Payments Insurance	\$		\$		\$	
		EACH PERSON AGG	REGATE	GENE	RAL AGGREGATE		
	Personal Injury Liability Insurance	\$100,000		\$ 300,	000	\$	Incl_
	Comprehensive Personal Insurance	EACH	EAC	CH	EACH		
	Farmer's Comprehensive Personal Insurance	PERSON	OCCUR	RENCE	ACCIDENT		
	Personal Liability	XXXXXX	\$		XXXXXX		
	Personal Medical Payments	\$	XXXX	ΚXX	 \$	\$	
	Physical Damage to Property		\$		xxxxxx J		
	(ppl bit Fm cmp h P ii iy) Animal Collision	Market value				\$	
	Comprehensive Automobile Liability Insurance		EACH PERSON EACH OCCURRENCE				
	Bodily Injury Liability	\$100 000		\$ 300,000			Incl
	Property Damage Liability	XXXXXX		\$ 100,000			Incl
	Automobile Medical Daymanta Laurence	EACH PERSO	IN .	EA	CH ACCIDENT		~ 1
	Automobile Medical Payments Insurance	L '			XXXXXX		Incl
[Uninsured Motorists Insurance			[\$			Inc1
	Garage Insurance Automobile Physical Damage Insurance (Non Fleet)	See Cover	age Part fo	or Limits o	of Liability		Incl
	 	See Cover	rage Part f	or Limits o	of Liability	\$	
	Schedule Automobile Liability Insurance	Son Cover	rage Part fo	or Limite o	of Liability	\$	
	Endorsements and Additional Coverage Parts #	366 00461	age rait i	or cillings (n Liability	Ψ.	
j	(IDENTIFY BY FORM NUMBERS)					\$	
1	† If Policy Period more than one year and the premium is to be paid			Tot	al Advance Premium	<u> </u>	Incl
	in installments premium is payable. On effective date of policy \$ 7	1 . 034 00 1st An	niversary \$		2nd Anniversary		TBD
	Audit Period Annual unless otherwise stated		· · · · · · · · · · · · · · · · · · ·			<u> </u>	
4		X pa	artnership		corporation	Σ	ζ
	joint venture		other	See			
5	During the past three years no insurer has cancelled insurance	ce issued to the nam	ed insured	sımılar to	that afforded hereu	ndeı	r
L.	unless otherwise stated herein						
	ABSENCE OF AN ENTRY MEANS NO EXCEPTION					No	t applicable in Texas

8-30-72 pr

Countersigned by_

SCHEDULE

General—Automobile Liability Policy No GA 7 71 04 99

(a) Area (sq. ft) (b) Frontage (c) Remuneration Number Insured	RATES BODILY PROPOMM (a) Per 100 sq ft of A (b) Per linear ft (c) Per \$100 of Remune		ADVANCE BODILY INJURY	PROPERTION
Number Insured	(a) Per 100 sq ft of A (b) Per linear ft (c) Per \$100 of Remune	Area	INTIURT	UAMAGE
		st		
		st		
Cost	Per \$100 of Cost	st		
Cost	Per \$100 of Cost	st		,
(a) Rece pts	(a) Per \$1 000 of Rec	eceipts		
(b) Sales	(b) Per \$1 000 of Sa	Sales		
Total	Advance BI and PD F	Premiums		
		Total Advan	ce Premium	\$
See attach	ed schedule on			
		OWNER	GENERAL LESS	SEE OR TE
	Total	Total Advance B I and P D	Total Advance B I and P D Premiums	Total Advance BI and PD Premiums Total Advance Premium See attached schedule on file

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein

Vhen used as a premium basis

admissions means the total number of persons other than employees of the named insured admitted to the event insured or to events conducted on the premises thether on paid admission tickets complimentary tickets or passes

cost means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project including the cost of all labor materials and equipment furnished used or delivered for use in the xecution of such work whether furnished by the owner contractor or subcentractor including all fees allowances bonuses or commissions made paid or due

receipts means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are ted on a receipts basis other than receipts from telecasting, broadcasting or motion pictures and includes taxes other than taxes which the named insured collects separate item and remits directly to a governmental division

iuneration means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (except pperators of mobile equipment) and aircraft pilots and co-pilots subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the namuals in use by the company

sales means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the bolicy period and charged during the policy period for installation servicing or repair and includes taxes other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division

COVERAGE A-BODILY INJURY LIABILITY COVERAGE B PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A bodily injury or
Coverage B property damage
to which this insurance applies caused by an occurrence and the company shall
the right and duty to defend any suit against the insured seeking damages on nt of such bodily injury or property damage even if any of the allegations of us are ground ess false or fraudulent and may make such investigation and settl ment of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions This insurance does not apply

(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty or fitness or quility of the named insured's products or a warranty that work performed by or on bet if of the named insured will be done in a workmanlike manner

b) to bodily injury or property damage arising out of the ownership maintenance

o ration use loading or unloading of i aly automobile or aircraft owned or operated by or rented or loaned to the n med insured or

named in ured

(2) any other automobile or aircraft operated by any person in the course of his employment by the named insured

but this exclusion does not apply to the parking of an automobile on premises owned by r nted to or controlled by the named insured or the ways immediately ad omme f such automobile is not owned by or rented or loaned to the

to bodily injury or property damage arising out of and in the course of the trais o tation of mobile equipment by an automobile owned or operated by or

rented or baned to the named insured

ld o bodily injury or property damage arising out of the ownership maintenance operatio use loading or unloading of any watercraft if the bodily injury or prop erty damage occurs away from premises owned by rented to or controlled by the named insured by this exclusion does not apply to bodily injury or property damage i cluded within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent con tr cto s or to liability assumed by the insured under an incidental contract

(e) to hodily injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any

of the foregoing with respect to

(1) It bility assumed by the insured under an incidental contract or

pen es for firs aid under the Supplementary Payments provision

(f) to bodily injury or property damage for which the insured or his indemnitee may 1d liable as a person or organization engaged in the business of manufactur stributing selling or serving alcoholic beverages or as an owner or lessor of prem ses used for such purposes by reason of the selling serving or giving of any alcoholic beverage

in violation of any statute ordinance or regulation

(3) to a person under the influence of alcohol or

(4) which causes or contributes to the intoxication of any person

(g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disabil ity benefits law or under any similar law

(h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured but this exclusion does not apply to liability

assumed by the insured under an incidental contract

(i) to property damage to

(1) property owned or occupied by or rented to the insured

(2) property used by the insured or

(3) property in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by rented to or controlled by the named insured

(j) to property damage to premises alienated by the named insured arising out of

such premises or any part thereof

(k) to bodily injury or property damage resulting from the failure of the named insured s products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured if such failure is due to a mistake or deficiency in any design formula plan specifications advertising material or printed instructions prepared or developed by any insured but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work

(I) to property damage to the named insured's products arising out of such products

or any part of such products

(m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equip ment furnished in connection therewith

(n) to damages claimed for the withdrawal inspection repair replacement or loss of the named insured's products or work completed by or for the named or of any property of which such products or work form a part if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein

(o) to property damage included within (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol x

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

(a) if the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor

(b) If the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such

(c) if the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any execu tive officer director or stockholder thereof while acting within the scope of his duties as such

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and

(e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law

(i) an employee of the named insured while operating any such equipment in

the course of his employment and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any per son or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization

provided that no person or organization shall be an insured under this paragraph (e) with respect to

(1) bodily injury to any fellow employee of such person injured in the course of his employment or

(2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organi zations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage A-The limit of bodily injury li bility stated in the declarations as applicable to each person is the limit of the company's liability for all damages because of hodily injury sustained by one person as the result of any one occur rence but subject to the above provision respecting each person the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of

Subject to the above provisions respecting each person and each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as aggregate

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as aggregate

(1) all property damage arising out of premises or operations rated on a remunera tion basis or contractor's equipment rated on a receipts basis including prop erty damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general super vision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such opera tions but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures

(3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) (2) and (3) above and under subparagraphs (1) and (2) separately with respect to each project away from premises owned by or rented to the named insured

Coverages A and B-For the purpose of determining the limit of the companys liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall b considered as arising out of one occurrence

POLICY PERIOD TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the policy period within the policy territory

SCHEDULE

General—Automobile Liability Policy No GA 7 71 04 99

DECIDIATION OF CONTRACTO	CODE	DDC444114 D4676	RA	TES	ADVANCE	PREMIUM
DESIGNATION OF CONTRACTS	CODE	PREMIUM BASES	BODILY	PROPERTY DAMAGE	BODILY	PROPERTY DAMAGE
ALL CONTRACTS		(a) Number (b) Cost	(a) Per Co (b) Per \$1	ntract 00 of Cost		
BIANKET BASIS					INCLU	DED
				:		
		Total	Adv D. l	1.00.0		
		10(3)	Advance BT and	d P D Premiums		1
				Total A	dvance Premium	\$

When used as a premium basis

cost means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project including the cost of all labor materials and equipment furnished used or delivered for use in the execution of such work whether furnished by the owner contractor or the subcontractor including all fees allowances bonuses or commissions made paid or due

COVERAGE Y-CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE Z-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under a contract designated in the dule for this insurance shall become legally obligated to pay as damages be e of

Coverage Y bodily injury or Coverage Z property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply

- (a) If the insured or his indemnitee is an architect engineer or surveyor to bodily injury or property damage arising out of professional services performed by such insured or indemnitee including
- the preparation or approval of maps plans opinions reports surveys designs or specifications and
- (2) supervisory inspection or engineering services
- (b) to bodily injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
- (c) to bodily injury or property damage for which the indemnitee may be held liable as a person or organization engaged in the business of manufacturing distributing selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes by reason of the selling serving or giving of any alcoholic beverage (1) in violation of any statute ordinance or regulation (2) to a minor (3) to a person under the influence of alcohol or (4) which causes or contributes to the intoxication of any person

to any obligation for which the insured or any carrier as his insurer may be held e under any workmen's compensation unemployment compensation or disability nefits law or under any similar law

(e) to any obligation for which the insured may be held liable in an action on a con tract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project

- (f) to property damage to
- (1) property owned or occupied by or rented to the insured
- (2) property used by the insured or
- (3) property in the care custody or control of the insured or as to which the in sured is for any purpose exercising physical control
- (g) to property damage to premises alienated by the named insured arising out of such premises or any part thereof
- (h) to bodily injury or property damage resulting from the failure of the named in sured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured if such failure is due to a mistake or deficiency in any design formula plan pecifications advertising material or printed instructions prepared or developed by any insured but this exclusion does not apply to bodily injury or property damage resulting from the active malfun tioning of such products or work
- (i) to property damage to the named insured's products arising out of such products or any part of such products
- $\{j\}$ to property damage to work performed by or on behalf of the named in ured arising out of the work or any portion thereof or out or materials par—or equipment furnished in connection therewith
- (k) to damages claimed for the withdraval inspection repair replacement or loss of us on the named insured sproducts or work completed by or for the named insured or of any property of which such products or work form a part if such products work or property are withdrawn from the market or from us because of any known or suspected defect or deficiency therein
- (1) to property damage included within (1) the explosion hazard (?) in collapse hazard or (3) the underground property damage hazard

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual, the per son so designated
- (b) If the named insured is designated in the declaration—as a partnership or joint venture—the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits

brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage Y—The limit of bodily injury liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence subject to the above provision respecting each person the total liability of company for all damages because of hodily injury sustained by two or more ons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to each occurrence

Coverage Z—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the decla rations as aggregate. Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

Coverages Y and Z—For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

contractual liability means liability expressly assumed under a written contract or agreement provided however that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named in sured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner

suit includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent

V POLICY PERIOD TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the policy period within the policy territory

VI ADDITIONAL CONDITION

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding

old varies - Anthomotus - Isharity Policy No.

THEDINE

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f Incl			vate Occupancy	ther Invasion of Right of Priv	ongful Entry or Eviction or O	C Wr
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ADVANCE PREMIUM		S	S OF OFFENSE	guora		
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of offenses as are	ithin such of the following groups	an offense included w	arising out of	respect to personal injury	surance afforded is only with	nı ədī
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II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth

person so designated (a) if the named insured is designated in the declarations as an individual the

(b) if the named insured is designated in the declarations as a partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such

officer director or stockholder thereof while acting within the scope of his dulies as such partnership or joint venture, the organization so designated and any executive (c) if the named insured is designated in the declarations as other than an individual

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured $% \left(\frac{1}{2}\right) =0$

III LIMITS OF LIABILITY INSURED S PARTICIPATION

declarations as each person aggregate tions who sustain personal injury of (3) claims made or suits brought on account of personal injury the total liability of the company for all damages because of all personal injury to which his coverage applies sustained by any one person or personal injury to which his coverage applies sustained by any one person or personal injury the total liability of the limit of personal injury liability stated in the declarations as each nerson agreease. Regardless of the number of (1) insureds under this policy (2) persons or organiza

Subject to the above provision respecting each person aggregate the total limit of the company s liability under this coverage for all damages shall not exceed limit of the company s liability stated in the declarations as general aggregate the limit of personal injury liability stated in the declarations as general aggregate.

If a participation percentage is stated in the schedule for the insured the company shal not be liable for a greater proportion of any loss than the difference shall be born by the insured provided the company may pay the insureds portion of a loss to effect settlement of the loss and upon notification of the action taken as a loss to effect settlement of the loss and upon notification of the action taken the named insured shall promptly reimburse the company therefor

IV AMENDED DEFINITION

When used in reference to this insurance

injury arraing out of an offense to which this insurance applies damages means only those damages which are payable because of personal

COVERAGE P-PERSONAL INJURY LIBBILITY

personal injury) sustained by any person or organization and arising out of one more of the following offenses committed in the conduct of the following offenses committed in the conduct of the fallowing offenses committed in the conduct of the following offenses committed in the conduct of the fallowing offenses committed in the conduct of t scome jegally obligated to pay as damages because of injury (herein called The company will pay on behalf of the insured all sums which the insured shall

Group A-false arrest detention or imprisonment or malicious prosecution

the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material or a publication or utterance in violation of an individuals right of privacy except publications or utterances in

occnbsucl Group C---wrongful entry or eviction or other invasion of the right of private

ability has been exhausted by payment of judgments or settlements it as it deems expedient but the company shall not be obligated to pay any or fraudulent and may make such investigation and settlement of any claim such personal injury even it any of the allegations of the suit are groundless such offense is committed during the policy period within the United States of meetics its territories or possessions or Canada and the company shall have the ght and duty to defend any suit against the insured seeking damages on account

This insurance does not apply

cunsions

) to liability assumed by the insured under any contract or agreement

) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured

or indirectly related to the employment of such person by the named insured) to personal injury sustained by any person as a result of an offense directly

date of this insurance) to personal injury stising out of any publication or utterance described in Group B if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective

concerning any organization or business enterprise or its products or services made by or at the direction of any insured with knowledge of the falsity hereof to personal injury arising out of a publication or utterance described in Group B

DEFELION

It is agreed that Exclusion "C" is deleted in its entirety

SCHEDULE

General—Automobile Liability Policy No GA 7 71 04 99

AUTOMOBILE LIABILITY HAZARDS													
DESCRIPTION OF HAZARDS ADVANCE PRE													
1 Owned Automobiles — Premium Basis—Per Automobile BODILY INJURY										PROPERTY DAMAGE			
Town or City and State in Which the Automobile Will Be Principally Garaged	Year of Model	Trad	e Name	Body Size ity or	Type a Tank Bus	nd Mode Gallonage Seating	l Truc Capac Capacit	ldentif Se Mo	icatio rial N itor N	on Number umber umber	Purposes of Use		
PER SO	CHEDULE	ON I	FILE										
2 Hired Automobiles —													
Types H red	Locatio Will	ns Wher Be Princ	e Automobi	iles 1		Purposes of Use	•	Estimated (of H re		Rates Per \$10	O Cost of H re	1	
Trucks	1				C	om'1				TO BE DETERM			
Private Pass	v	VARIOUS			В	& P							
3 Non Owned Automobiles — Premium Basis—Class 1 Persons and Class 2 Employees													
Class 1 Persons—Name of Each Location of Headquarters of Persons Named Herein													
IF ANY GARDENA, CALIFORNIA													
Class 2 Employees—Estimated Average Number Location of Headquarters of Class 2 Employees								1					
										BI	PD		
750	750			VA	ARIOU	S			Flat	Charge			
			<u> </u>					Total Ac	lvanc	e BI and P	D Premiums		
												Advance Premium	\$

When used as a premium basis

cost of hire means the amount incurred for (a) the hire of automobiles including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100 and for (b) pick up transportation or delivery service of property or passengers other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of cost of hire shall be 5/ of the applicable hired automobile rates provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submit evidence of such insurance to the named insured

Class 1 persons means the following persons provided their usual duties in the business of the named insured include the use of non-owned automobiles (a) all employees including officers of the named insured compensated for the use of such automobiles by salary commission terms of employment or specific operating allowance of any sort (b) all direct agents and representatives of the named insured not included in Class 1 persons

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8-30-73

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

(1y) any person or organization other than the named insured with respect to

son or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle) or

son or organization and not covered by like insurance in the company

(v) any person while employed in or otherwise engaged in duties operated by with an automobile business other than an automobile business operated by

This insurance does not apply to bodily injury or property damage arising out of (1) a non owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this of which the insured is a partner phic an automo bile owned by or registered in the name of a partner thereof

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies the companys liability is limited as follows

Coverage C—The limit of bodily injury liability stated in the declarations as applicable to each person is the limit of the company s liability for all damages because of bodily injury sustained by one person as the result of any one occurrence but subject to the above provision respecting each person the total liability of the company for all damages because of bodily injury sustained by two or more between the result of any one occurrence shall not exceed the limit of more occurrence.

Coverage D—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of property damage liability stated in the declarations as applicable to each occurrence

Coverages C and D—For the purpose of determining the limit of the company's exposure to substantially the same general conditions shall be considered as arising out of one occurrence

IV POLICY PERIOD TERRITORY

This insurance applies only to boolity injury or property damage which occurs during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part

setvicing storing or parking automobiles or occupation of selling repairing

hired automobile means an automobile not owned by the named insured which is submobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named in sured or (b) an employee or agent of the named in sured who is granted an operating allowance of any sort for the use of such automobile

non owned automobile means an automobile which is neither an owned automobile nor a hired automobile

owned automobile means an automobile owned by the named insured private passenger or station

trailer includes semi trailer but does not include mobile equipment

VI ADDITIONAL CONDITION

wagon type automobile

Excess Insurance—Hired and Non Owned Automobiles

With respect to a hired automobile or a non owned automobile. This insurance shallable to the insurence over any other valid and collectible insurance available to the insurence over any other valid and collectible insurance available to the insurence over any other value of the insurance over th

COVERAGE C-BODILY INJURY LIBBILITY

COVERAGE D-PROPERTY DAMAGE LIABILITY

Ome legsly obligated to pay as damages-because of

Coverage C bodily injury or

Coverage D property damage

cowhich this insurance applies caused by an occurrence and arising out of the pwinch this insurance or use including loading and unloading of any automobile and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the sulegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the ompany shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company shallity has been exhausted by payment of judgments or settlements

suoisnious

This insurance does not apply

a) to liability assumed by the insured under any confract or agreement

to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen s compensation unemployment compensation or disability law or under any similar law

to bodily injury to any employee of the insured arising out of and in the course of this employment by the insured but this exclusion does not apply to any such in part either payable or required to be provided in the course of domestic employment by the insured unless penetits therefor are in whole or in part either payable or required to be provided in any workmen's compensation law

d) to property damage to

(1) properly owned or being transported by the insured or as to which the insured is for any purpose exercising physical control other than properly damage to a residence or private garage by a private passenger auto mobile covered by this insurance

to bodily injury due to war whether or not declared civil war insurrection re ilion or revolution or to any act or condition incident to any of the foregoing with the provision results in the foregoing with

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth

batusni bamen adt (6)

(b) any partner or executive officer thereof but with respect to a non owned auto mobile only while such automobile is being used in the business of the named in sured

(c) any other person while using an owned automobile or a hired automobile with the permission of the named insured provided his actual operation or (if he is not permission of the scholal use thereof is within the scope of such permission but with respect to bodily injury or property damage arising out of the loading or un loading thereof such other person shall be an insured only if he is

(I) a lessee or borrower of the automobile or

(S) an employee of the named insured or of such lessee or borrower

(d) sny other person or organization but only with respect to his or its liability be cause of scts or omissions of an insured under (a) (b) or (c) above

None of the following is an insured

(i) any person while engaged in the business of his employer with respect to his employment

(11) the owner or lessee (of whom the named insured is a sub lessee) of a hired automobile or any agent or employee of any such owner of a non owned automobile or any agent or employee of any such owner or lessee

(III) an executive officer with respect to an automobile owned by him or by a member of his household

SCHEDULE	General—Automobile Liability Policy No. GA. / /1 04 99
DESIGNATED PERSON INSURED	ADVANCE PREMIUM
	\$
	\$
	\$
	\$
	\$
	\$
Total Advance Premium	n \$ Incl
DESIGNATION OF AUTOMOBILES	S—Division 1
(1) Any owned automobile	
(2) Any hired automobile	
(3) K Any licensed owned private passenger automobile	
(4) Any automobile described in the schedule and designated MP	
(5) Any non owned automobile	
(6) K Any leased Private Passenger Automobile	<u></u>

COVERAGE F-AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year rom the date of the accident

- Division 1 to or for each person who sustains bodily injury caused by accident while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use
- Division 2 to or for each insured who sustains bodily injury caused by accident while occupying or while a pedestrian through being struck by a highway vehicle

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This insurance does not apply

- to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- to bodily injury due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
 - under Division 1 to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- di under Division 2 to bodily injury sustained while occupying a highway vehicle owned by any insured or furnished for the regular use of any insured by any person or organization other than the named insured

PERSONS INSURED—DIVISION 2

Each of the following is an insured under this insurance to the extent set orth below

- a) any person designated as insured in the schedule
- while residents of the same household as such designated person his spouse and the relatives of either

and if such designated person shall die any person who was an insured at the time of such death shall continue to be an insured

I LIMIT OF LIABILITY

e limit of liability for Automobile Medical Payments Coverage stated in the larations as applicable to each person is the limit of the company's liability or all medical expense for bodily injury to any person including any insured as the esult of any one accident

When more than one medical payments coverage afforded by this policy applies of the loss the company shall not be liable for more than the amount of the highest applicable limit of liability

IV ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance and when used in reference to this insurance (including endorsements forming a part of the policy)

designated automobile means an automobile designated in the schedule and includes

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when with drawn from normal use for servicing or repair or because of its breakdown loss or destruction and
- (b) a trailer designed for use with a private passenger automobile if not being used for business purposes with another type automobile and if not a home office store display or passenger trailer

highway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads while not upon public roads
- (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

medical expense means expenses for necessary medical surgical xiray and dental services including prosthetic devices and necessary ambulance hospital piolessional nursing and funeral services

occupying means in or upon or entering into or alighting from

V POLICY PERIOD TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory

VI ADDITIONAL CONDITIONS

A Medical Reports Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim under oath if required and shall after each request from the company execute authorization to enable the company to obtain medical reports and copies of records. The injured per on shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder of the company.

B Excess Insurance

Except with respect to an **owned automobile** the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy

SCHEDULE	General—Automobile Liability Policy No GA 7 71 04 99
Designated Insured	
Elixir Industries, et al (see en	dorsement #1)
Description of Incided High	Walter Value (Ob - 1
K) Any automobile owned by the named insured	nway Vehicles (Check appropriate box)
Any private passenger automobile owned by the named insured	
Any highway vehicle to which are attached dealers license plates	issued to the named insured
Any highway vehicle designated in the declarations of the policy b	y the letters UM and a highway vehicle ownership of which is acquired during
the policy period by the named insured as a replacement therefor	
Any mobile equipment owned or leased by and registered in the name Any leased automobile	e of the named insured

COVERAGE U-UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an unin sured highway vehicle because of **bodily injury** sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uningured highway vehicle provided for the purposes of this coverage determination to whether the insured or such representative is legally entitled to recover uch damages and if so the amount thereof shall be made by agreement between he insured or such representative and the company or if they fail to agree by arbitration

judgment against any person or organization alleged to be legally responsible the **bodily injury** shall be conclusive as between the **insured** and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered ursuant to an action prosecuted by the insured with the written consent of the

Exclusions

This insurance does not apply

- (a) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured any designated insured or any relative resident in the same household as the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives
- ic) so as to inure directly or indirectly to the benefit of any workmen's compensa tion or disability benefits carrier or any person or organization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
 - by other person while occupying an insured highway vehicle and

any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

III LIMITS OF LIABILITY

Regardless of the number of insureds under this policy the company's liability is limited as follows

- (a) The limit of liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and subject to the above provision respecting each person the limit of liability stated in the declarations as applicable to each accident is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident
- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
 - (1) all sums paid on account of such bodily injury by or on behalf of
 - (i) the owner or operator of the uninsured highway vehicle and
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury

including all sums paid under the **bodily injury** liability coverage of the policy

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law disability benefits law or any similar law
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury liability coverage of the policy
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy

IV POLICY PERIOD TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America its territories or possessions or Canada

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

designated insured means an individual named in the schedule under Designated

highway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads while not upon public roads
- (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

hit and run vehicle means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident provided

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable and setting forth the facts in support thereof and
- (c) at the company's request the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident

insured highway vehicle means a highway vehicle

- (a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above when withdrawn from normal use becaus of its breakdown repair servicing loss or destruction
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household

but the term insured highway vehicle shall not include

- (i) a vehicle while used as a public or livery conveyance unless such use is specifically declared and described in this policy
- (ii) a vehicle while being used without the permission of the owner
- (iii) under subparagraphs (b) and (c) above a vehicle owned by the named insur d any designated insured or any resident of the same household as the named or designated insured or
- (iv) under subparagraphs (b) and (c) above a vehicle furnished for the regular use of the named insured or any resident of the same household

occupying means in or upon or entering into or alighting from

 ${\bf state}$ ${\bf includes}$ the District of Columbia a cerritory or possession of the United States and a province of Canad

uninsu ed highway vehi in means

- (a) a highway vehicle with respect to the ownership maintenance or use of which there is in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle or with espect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the sam denies coverage thereunder or
- (b) a hit and run vehicle
- but the term uninsured highway vehicle shall not include
- (i) an insured highway vehicle
- (ii) a highway vehi le v hich is owned or operated by a self insurer within the meaning of any motor vehicle financial r sponsibility law motor carrier law or any similar law
- (III) a highway vehicle which is owned by the United States of America Canad a state a politic I subdivision of any such overnment or an agency of any of the foregoin

VI ADDITIONA CONDITIONS

Prem um

If during the policy proof thinumber of insured highway vehicles owned by thinamed insured chan es it in number of dealers license plates issued to the named insured chan es it is named insured shall notify the company during the policiperiod of any change and the premium shall be adjusted in accordance with the manuals in use by thicompany linke arned premium thus compute exceeds the advance piem umipaid the named in ured shall pay the excess company if les the company shall return to the named insured the unearned portion paid by such insured.

B Proof of Claim Medical Reports

As soon as oracticable the insured or other person making claim shall give to the company written proof of claim under oath if required including full particulars of the nature and extent of the injuries treatment and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 day after rec. Iving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records

C Assistance and Cooperation of the Insured

After notice of claim under this insurance the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury and in any action against the company the company may require the insured to join such person or organization as a party defendant

D Notice of Legal Action

If before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the **insured** or his legal representative

E Other Insurance

With respect to **bodily injury** to an insured while occupying a highway vehicle not owned by the **named insured** this insurance shall apply only as exc ss insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance

Except as provided in the foregoing paragraph if the insured has other similar insurance variable to him and applicable to the accident the damages snal be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability h reunder bears to the sum of the applicable limits of liability of this insurance and such other insurance

F Aroltration

If any person making claim hereunder and the company do not agrit na such per on is legally entitled to recover damages from the owne or operator—an uninsured highway vehicle because of bodily injury to the injured of dinor agree as to the amount of payment which may be owing under this insu ance thin upon written demand of either the matter or matters upo which such pirson and the company do not agree shall be settled by arbitratic—which shill be conducted in accordance with the rules of the American Arbitrot on A so 3 tion unless other means of conducting the arbitration—e agried to bitword insured and the company and judgment upon the award rendered by in arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to bound by a yaward made by the arbitrators pursuant to this insulation.

6 Trust Agreement

In the event of payment to any person under this insulance

- ta the company shall be entitled to the extent of such payment to the proceds of any settoment or judgment that may result from the xincle of an inghts of recovery of such person against any person or organization legally reponsible for the bodily injury because of which such payments mad
- (b) uch pe son shall hold in trust for the benefit of the ompany II lights of recovery which he shall have against such other person or organization because of the damages which are the lubject of cammage under this
- (, such person shall do whatever is proper o s cure is nall in the loss to prejudice such rights
- o i requested in writing by the company such poon shall tak nrougially representative designated by the company such chion a mare cossary or appropriate to recover such payment as damages from such cherponor organization such action to be taken in the none if such personon nevent of a recovery the company shall be removed to so its check of for expenses costs and attorneys fees incorred of the control of there if
- (e) such person shall execute and deliver to the company such in tuments and papers as may be appropriate to secure the right and obligations of such person and the company established by this provition.

H Payment of Loss by the Company

Any amount due hereunder is payable

- (a to the insured or
- (b) if the insured be a minor to his parent or guardian or
- (c) if the insured be deceased to his surviving spous otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment repre ents

provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof

NAMED INSURED

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION)
WARD AND SON, INC
TRU-FORM, INC
ATOMIC DISPOSER CORPORATION
CUSTOM ALUMINUM MANUFACTURING CO, INC
ROLAND R SAHM, AN INDIVIDUAL
ROMONA A SAHM, AN INDIVIDUAL
JERRY RAPPORT, AN INDIVIDUAL
AGNESS RAPPORT, AN INDIVIDUAL
HOWARD F WARD, INC
WARD ASSOCIATES, INC
R & L EXTRUSIONS, INC

DOING BUSINESS AS

TRAVEL TRIM & VENT CO
ALUM-A-FORM COMPANY
BROADWAY METALS & FABRICATORS
NORTHWEST MOBILE PRODUCTS
G & L STEEL COMPANY
BROADWAY - ELKHART
RIXILE
R & L EXTRUSIONS
MOBILE TRIM
FUMETCO
MTC SUPPLY
RECREATIONAL VEHICLE CENTERS OF AMERICA

INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
BROADWAY ELKHART, INC
BMF CORPORATION
ELIXIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY OWNED SUBSIDIARIES

NAUA No 37a-Edition July 1962 GARAGEKEEPERS LEGAL LIABILITY ENDORSEMENT

Attached to and forming part of Policy Number

issued to

Elixir Industries, et al'

Gulf Insurance Company

located

Date of Endorsement

at its Agency

DECLARATIONS

The insurance afforded by this endorsement is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Premium	Limits of Liability	Coverages
Incl		Fire and Explosion
Incl	Specific limit per location as stated below subject to	Theft of the entire automobile
\$ Incl	\$25 vandalism deductible—Riot or Vandalism Coverage	Riot and Vandalism
Incl	\$ 250 deductible—Collision or Upset Coverage—Limit of liability includes \$5000 limit for loss to property other than automobiles	Collision or Upset
s Incl	Total Premium	

The following are the addresses of all premises where the named insured conducts garage operations

Loc No	Max. No 1 CLs mers' Automobiles Stared	Limit of Liability	Address	(Show Main Location if any as Location No 1)
1	AGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGG	\$ 60,000 00	ALL LOCATIONS	
2		\$		
່ 3		\$		
4		\$		
ا ،		\\$		
6	_	\$		

Coverages The company agrees with the named insured in consideration of the payment of the premium in reliance upon the statements in the declarations and subject to all of the terms of this endorsement as follows

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of rire and Explosion loss to an automobile caused by fire or explosion other than explosion of tires

loss to an automobile caused by theft of the entire automobile

R t and Vandalism loss to an automobile caused by riot civil commotion malicious mischief or vandalism provided with respect to each automo bile \$25 shall be deducted from each loss caused by malicious mischief or vandalism

colusion or Upset

loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof but the deductible amount stated in the declarations as applicable hereto shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as dam ages because of each loss and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the declarations

urring while such automobile or other property is in the custody of the insured for safekeeping storage service or repair (1) at a location ted in this endorsement or while temporarily removed therefrom in the ordinary course of the insured s business or (2) away from the ur mises if the insured is attending such automobile or property and the company shall have the right and duty to defend any suit against the su ed seeking damages which are payable under the terms of this endorsement even if any of the allegations of the suit are groundless false r raudulent but the company may make such investigation and settlement of any claim or suit as it deems expedient

- plementary Payments The company will pay in addition to the applicable limits of liability
 - (a) all expenses incurred by the company all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon
 - (b) premiums on appeal bonds required in any such suit premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement but without any obligation to apply for or furnish any such bonds
 - (c) reasonable expenses incurred by the insured at the company's request including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request

fir ions. As used in this endorsement

Automobile means a land motor vehicle or trailer other land equipment capable of moving under its own power equipment for use therewith nd animal drawn equipment

evator means any hoisting or lowering device to connect floors or landings whether or not in service and all appliances thereof in luding any car platform shaft hoistway stairway runway power equipment and machinery but does not include an automobile servicing hoist or a hoist without a platform outside a building if without mechanical power or if not attached to building walls or a hod or material hoist used in alteration construction or demolition operations or an inclined conveyor used exclusively for carrying property or a dumb waiter used exclusively for carrying property and having a compartment height not exceeding four feet

Garage means an automobile sales agency repair shop service station storage garage or public parking place

resured means (a) the named insured (b) any employee director or stockholder thereof while acting within the scope of his duties as such and (c) if the named insured is a partnership any partner therein but only with respect to his liability as such

loss means direct and accidental loss of or damage to property

Premises means premises where the named insured conducts garage operations and includes the ways immediately adjoining but does no include any portion of such premises upon which business operations are conducted by any other person or organization

Trail r includes semitrailer

War means war whether or not declared civil war insurrection rebellion or revolution or any act or condition incident to any of the foregoing (over)

Exclusions This endorsement does not apply

- (a) to liability of the insured under any agreement to be responsible for loss
- (b) to an automobile or other property
 - (1) owned by or rented to
 - (i) the named insured or a partner therein or the spouse of either if a resident of the same household
 - (ii) an employee thereof or his spouse if a resident of the same household unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made or
 - (2) in the custody of the named insured for demonstration or sale
- (c) to loss by theft due to any fraudulent dishonest or criminal act by the named insured a partner therein or employee trustee or authorized representative thereof whether working or otherwise and whether acting alone or in collusion with others
- (d) to loss arising out of the use of any elevator or any automobile servicing hoist designed to raise an entire automobile
- (e) to defective parts accessories or materials furnished or to faulty work performed on an automobile out of which loss arises
- (f) to an automobile or other property while the automobile is being operated in any prearranged or organized racing or speed contest
- (g) to loss due to war
- (h) to loss due to radioactive contamination
- (i) under the Fire and Explosion and Riot and Vandalism Coverages to damages for loss of use of an automobile

Limit of Liability Subject to the application of any deductible the limit of the company's liability for loss at each location shall be the limit of liability stated in the declarations as applicable thereto if however at the time of loss there were at the location where the loss occurred automobiles of others in the custody of the insured in excess of the maximum number of automobiles indicated in the declarations for such location the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred

Subject to the application of the deductible stated in the declarations, the limit of liability applicable to the Collision or Upset Coverage for loss to property of a kind customarily left in charge of a garage other than automobiles is \$5,000 which sum is included in the applicable limit of liability for loss at the location

All of the terms of this endorsement apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the insured shall promptly reim burse the company for such part of the deductible amount as has been paid by the company

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials

CONDITIONS

Modification of Terms Only the provisions of the policy pertaining to assignment cancellation subrogation and waiver or changes apply to this endorsement

Endorsement Period Territory This endorsement applies only to losses which occur on and after the effective date hereof and during the policy period within the United States of America its territories or possessions or Canada

Premium The premiums for the coverages described in the declarations are stated therein

Inspection The company shall be permitted to inspect the insured premises operations automobiles and elevators and to examine the insured shocks and records at any time during the endorsement period and any extension thereof and within three years after the final termination of the indorsement as far as they relate to the subject matter of this insurance

No a In the event of loss written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time place and circumstances thereof and the names and addresses of the claimants and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. In the event of theft the insured shall also promptly notify the police if claim is made or suit is brought against the insured he shall immediately forward to the company every demand notice summons or other process received by him or his representative

Assistance and Cooperation of the Insured The insured shall cooperate with the company and upon the company's request assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of loss with respect to which insurance is afforded under this endorsement and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not except at his own cost voluntarily make any payment assume any obligation or incur any expense

Other Insurance If the insured has other insurance against a loss covered by this endorsement the company shall not be liable under this endorsement for a greater proportion of such loss than the applicable limit of liability under this endorsement for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss

Declarations By acceptance of this endorsement the named insured agrees that the statements in the declarations are his agreements and representations that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and the company or any of its agents relating to this insurance

Action Against Company No action shall lie against the company unless as a condition precedent thereto the insured shall have fully complied with all the terms of this endorsement nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

[AUTHENTIC]

Authorized Representative

LIABILITY

APPLICATION OF EXCLUSIONS

(Explosion Collapse and Underground Property Damage Hazards)

L 6432b (Ed 8 68)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURES AND CONTRACTORS LIABILITY INSURANCE

This endorsement effective

(12 01 A M standard time)

forms a part of policy No GA 7 71 04 99

issued to

Elixir Industries, et al

by

Gulf Insurance Company

Author zed Representative

It is agreed that if the named insureds actual operations include any operation(s) whether or not stated in the Schedule under. Description of Hazard which is (are) described by any classification listed below the x c u symbol(s) included in the applicable code number shall apply as if such classification code number and symbol(s) were included in such Schedule

DESCRIPTION OF OPERATIONS CLASSIFICATION CODE NO AND SYMBOL(S)

DESCRIPTION OF OPERATIO	NO CLASS	ILICATION CODE NO MAD STRIBOT(2)	
Building Raising or Moving—including incidental shoring re moval or rebuilding of walls foundations columns or piers	3451xc	Plumbing—gas steam hot water or other pipe fitting—including house connections shop and retail stores or display rooms	3434u
Caisson Work		Quarries—including the operation of crushers	2483x
Foundations for buildings—including pile driving excavation masonry or concrete work up to completion of sub structure only	3470xcu	Railroad Construction—including laying relaying or removal of tracks or maintenance of way by contractors	3444x
Not foundations for buildings—including pile driving excava- tion masonry or concrete work up to completion of sub- structure only	3439xcu	Salvage Operations—including incidental wrecking shoring or o her structural work the handling of machinery in damaged buildings and salesmen or clerical at site of wrecking	3451xc
Coffer Dam Work—including pile driving excavation masonry or concrete work up to completion of sub structure only	3438xcu	Sand or Gravel Digging—no canal sewer cellar excavation or underground minin	2483x
conduit Construction—for cables or wires	6325xcu	Sewer Construction—including tunneling at street crossings	3449xcu
Contractors Equipment		Shaft Sinking—including pile driving excavation concrete wo k or lining	3438xcu
Cranes derricks power shovels and equipment incidental thereto—rented to others with operators—including in stallation repair or removal	3478xcu	Steam Mains or Connections Construction—including tunneling at street cro sings	3449xcu
Earth moving equipment other than cranes derricks and power shovels—rented o others with operators—including in stallation repair or emoval	3758cu	Street or Road Construction or Reconstruction—clearing of right of way excavation filling or gradin bridge or culvert building	3450xcu
Steam boilers comprissors air pressure tanks pneumatic tools and equipment incidental thereto—rented to others		Street or Road Paving or Repaving Surfacing or Resurfacing or Scraping	5506xcu
with operators—including instal ation repair or removal	3482xu	Subway Construction	6254xcu
Contractors Equipment (excluding automobiles)—rented to others with operators—including installation repair or		Telephone Telegraph or Fire Alarm Line Construction	3448xcu
removal		Tunneling—including lining	3438xcu
Electric Light o Power Line Construction—Rural Electrification Administration Projects only	7529xc	Underpinning Buildings or Structures—including incidental shor- ing removal or rebuilding of walls foundations columns or piers	3451xc
Electric Light or Power Line Construction	3448xcu	Water Mains or Connections Construction—including tunneling	
Excavation	3470xcu	at street crossings	3449xcu
Gas Mains or Connections Construction—including tunneling at		Weeking or Cutting	3428x
street crossings	3449xcu	Wrecking Dismantling in sections or panels of buildings not exceeding	
Grading of Land	6041xcu	three stories in height for re-erection in connection with the Federal emergency housing and educational programs	
Iron or Steel Erection—subway construction	6254xcu	for veterans—including salesmen or clerical at site of dis mantling	5697xc
Irrigation or Orainage System Construction—including pile driving or dredging	6729xu	Disinantling of pre-fabricated dwellings not exceeding three stories in height for re-erection	5697xc
Landscape Gardening—including completed operations	3768xcu	Federal war housing dismantling or wrecking—including sales	
or Gas Pipe Line Construction—including pile driving or dredging	623 ³ xcu	men or ferical at site of wrecking	5697xc
Pile Driving		Military reservat on dismantling or wrecking—including sales men or clerical at site of wrecking	5697xc
Building foundations only Including timber wharf building Sonic method	3470xcu 3430cu 3764cu	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking	3451xc

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MEXICO COVERAGE

It is agreed this policy is extended to apply while the automobile insured is being used for occasional trips into that part of the Republic of Mexico lying not more than 75 miles from the southern borderline of the United States of America provided the Insured's place of residence and the principal garaging of the automobile is in the United States of America and that any use of the automobile in Mexico is for occasional trips of not over ten days duration

It is agreed that any claim payable under the coverages of Comprehensive Collision Fire Theft and Combined Additional Coverage of the policy arising or resulting from any loss or damage occurring in such Mexican territory shall be payable in the United States of America, and that in the event of loss or damage which may make necessary the repair of the automobile or replacement of any part or parts thereof, while said automobile is in such Mexican territory the basis of adjustment of claim for such repairs and/or replacement shall not exceed the cost of such repairs and/or replacement at the nearest point in the United States where such repairs and/or replacement can be made

WARNING

Unless you have automobile insurance written by a Mexican insurance company you may spend many hours or days in jail if you have an accident in Mexico Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico including the possible impoundment of your automobile.

Secretary Ountersigned this day of 19	ept as herein specifically this endorsement beconstached to and forms a GULF INSURANCE CO	nes effective at 12 01 A M part of policy number G OMPANY to Elixir Indu	GA 7 71 04 99 ustries, et al	19 and	l ′
ountersigned this day of 19				acesident	
And Driver 1			day of	19	_
	O 27 11/67	Authorized Repres	sentative		-
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	(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)	
LIABILITY	Adv 3006 BROAD FORM PROPERTY DAMAGE ENDORSEMENT	L 6441 (Ed 11 68)
	(Including Completed Operations) This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following	_
	COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE	_
This endorsement	t effective forms a part of policy No GA 7 71 04 99	
issued to	Elixir Industries, et al	
by	Gulf Insurance Company	-
		_
it is served that	Author zed Representative t the insurance for property damage liability applies subject to the following additional provisions	_
A The exclusion	ns relating to property damage to (1) property owned occupied or used by or rented to the insured or in the care custody or cor as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insure ork or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following	d arising
(y) to propert (1) to pro for sa	ty damage operty owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the ale or entrusted to the insured for storage or safekeeping	e i nsured _
(2) excep (a) pr	of with respect to liability under a written sidetrack agreement or the use of elevators to roperty while on premises owned by or rented to the insured for the purpose of having operations performed on such property ehalf of the insured	by or on
(b) to (c) pr	ools or equipment while being used by the insured in performing his operations roperty in the custody of the insured which is to be installed erected or used in construction by the insured that particular part of any property not on premises owned by or rented to the insured	-
((i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out operations or (ii) out of which any property damage arises or	t of such
(11	iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon behalf of the insured	
portion to	pect to the completed operations hazard to property damage to work performed by the named insured arising out of the woll thereof or out of materials, parts or equipment furnished in connection therewith lice afforded by this endorsement shall be excess insura <u>nce</u> over any valid and collectible property insurance (including any d	leductible :
portion there	eof) available to the insured such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk the Insurance Condition is amended accordingly	Coverage
	8-30-72 pr	
		

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	(The Attaching	Clause need be complet	ed only when this end	orsement is issued subsec	quent to preparation of t	he policy)		
.IABILITY—AUT	OMOBILE						GU 9236a (Ed 11 69)	
			A5213 - EXCLU					
			(Escala					-
	This endorse following	ment modifies such i		rded by the provisions	of the policy relating	g to the		
				ACTORS LIABILITY INS				
				ENANTS LIABILITY INS AYMENTS INSURANCE	URANCE			
This endorseme	ent effective			forms a part of policy	No. GA 7 71 ()4 99		
issued to		(12 01 A M standa Industries,		Torms a part of poney				
by		nsurance Comp						
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		adily injury or property	v damage arising out	of the ownership mai	Authorized Represent		loading of any	
The insurance	does not apply to be		named insured but named insured opera	this exclusion does no	ot apply to an escalate	r at premises wh	ich the named	
The insurance escalator at proinsured owns	does not apply to be emises owned rente rents or controls on	ed or controlled by the aly in part unless the i	•					-
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The insurance escalator at prinsured owns	rents or controls on	aly in part unless the i						
insured owns	rents or controls on	aly in part unless the i						

(The Attaching Clause need be completed only when these endorsements are issued subsequent to preparation of the policy)

LIABILITY

L 6482 (Ed 6 70)

These endorsements modify such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE — NEW YORK DEPARTMENT OF TRANSPORTATION STOREKEEPER'S INSURANCE

These endorsements effective

form a part of policy No GA 7 71 04 99

(12 OI A M standard time)

issued to Elixir Industries, et al

by Gulf Insurance Company

Authorized Representative

G 335

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to **bodily injury** or **property damage** arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudden and accidental

G 336

SUPPLEMENTARY EXCLUSION

(Contamination or Pollution—Described Operations)

It is agreed that if with respect to operations described in this endorsement there is a discharge dispersal release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water the insurance does not apply to bodily injury or property damage arising out of such discharge dispersal release or escape whether or not sudden and accidental

Description of Operations

Gas Lease Operators—natural gas
Gasoline Recovery—from casing head or natural gas
Non operating working interests

Oil or Gas Well Shooting

Oil or Gas Wells—acidizing

Oil or Gas Wells-cementing

Oil or Gas Wells-cleaning or swabbing-by contractors

Oil or Gas Wells-drilling or redrilling installation or recovery of casing

Oil or Gas Wells-instrument logging or survey work in wells

Oil or Gas Wells-perforating of casing

Oil Lease Operators

Oil Pipe Lines—operation including maintenance

Oil Rig or Derrick Erecting or Dismantling—wood or metal—including construction of foundations or structures or installation of equipment

8-30-72 pr

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

LIABILITY

G 209

L 9127 (Ed 7 66)

REAL PROPERTY — LIABILITY — FIRE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

STOREKEEPER S INSURANCE

This endorsement effective

forms a part of policy No

GA 7 71 04 99

issued to

Elixir Industries, et al

(12 01 A M standard time)

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Gulf Insurance Company

Authorized Representative

Premium	Rate (per \$100 of Limit)	Limit of	f Liability	Description of Property
\$ Incl	Incl	\$ 150,000	each occurrence Blanket A l	1 Locations Owned, Operated
			or used by	the Insured

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement including fixtures permanently attached thereto if such property damage arises out of fire/subject to the following additional provisions

Explosion

1 All of the exclusions of the policy are deleted and replaced by the following

This insurance does not apply to liability assumed by the insured under any contract or agreement

2 The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy

[AUTHENTIC]

8-30-72 pr

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AUTOMOBILE		nent modifies such	DEDUCTIBLE PR Insurance as is af	A 1201 OPERTY (DAMAGE LIA	BILITY of the police			_	AL 6003 (Ed 7 66)		- - -	
This endorsement effective (12 01 A M standard time) forms a part of policy No GA 7 71 04 99 issued to Elixir Industries, et al by Gulf Insurance Company													
It is agreed that the insurance as is afforded by the policy for property damage liability applies subject to the following additional provisions 1 \$ 250 00 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of each occurrence and the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each occurrence as stated in the policy 2 The terms of the policy including those relating to the insured's duties with respect to an occurrence claim or suit and the company's right to defend investigate negotiate and settle any claim or suit apply irrespective of the application of the deductible amount 3 The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company													
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LIABILITY

G 604 DEDUCTIBLE LIABILITY INSURANCE

L 9187 (Ed 7 66)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

This endorsement effective

forms a part of policy No GA 7 71 04 99

(12 01 A M standard time)

issued to

Elixir Industries, et al

by

Gulf Insurance Company

Authorized Representative

SCHEDULE

Γ	Amount and Basis of Deductible		Coverage
\$		per claim	Bodily Injury Liability
\$	Nıl	p r occurrence	
\$	250	per claim	Property Damage Liability
\$		per occurrence	,

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered the deductibles apply o all loss however caused) —

It is agreed that

- 1 The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages
- 2 The deductible amounts stated in the schedule apply as follows
 - (a) PER CLAIM BASIS—If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages becaule of bodily injury sustained by one person or to all property damage sustained by one person or organization as the result of any one occurrence
 - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deduct ble amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages because of all bodily injury or property damage as the result of any one occurrence
- 3 The terms of the policy including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount
- 4 The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon no ification of the action taken the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company

AUTHENTIC

8-30-72 p

ENDORSEMENT

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective forms a part of policy No GA 7 71 04 99

(12 01 A M standard t me)

issued to Elixir Industries, et al

by Gulf Insurance Company

EFFECTIVE TIME ENDORSEMENT

(For Use As Required With Policies Issued On or After Jan 1, 1972 To Comply With Section 460 of the California Insurance Code or ORS 743 609 of the Oregon Insurance Code)

Except as hereinafter provided, this policy shall be effective and shall terminate at 12 01 A M (Standard Time) on the inception and expiration dates specified in this policy

TO THE EXTENT ONLY THAT THE INSURANCE AFFORDED BY THIS POLICY IS ALSO PROVIDED BY OTHER INSURANCE TERMINATING AT NOON ON THE INCEPTION DATE OF THIS POLICY, INSURANCE UNDER THIS POLICY SHALL NOT BECOME EFFECTIVE UNTIL SUCH OTHER INSURANCE HAS TERMINATED

All other terms and conditions of this policy remain unchanged

C-1023 (3 72)

Authorized Representative

8-30-72 pr

ENDORSEMENT #1

This endorsement effective

(12 01 A M standard time)

forms a part of policy No GA 7 71 04 99

issued to Elixir Industries, et al

Ьу Gulf Insurance Company

It is agreed that the complete named insured shall read as follows

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION) WARD AND SON, INC. TRU-FORM, INC. ATOMIC DISPOSER CORPORATION CUSTOM ALUMINUM MANUFACTURING CO , INC

ROLAND R. SAHM, AN INDIVIDUAL ROMONA A. SAHM, AN INDIVIDUAL JERRY RAPPORT, AN INDIVIDUAL

AGNES RAPPORT, AN INDIVIDUAL

HOWARD F. WARD, INC. WARD ASSOCIATES, INC.

WARD PROPERTIES, INC.

R & L EXTRUSIONS, INC.

Doing Business As

TRAVEL TRIM & VENT CO. ALUM-A-FORM COMPANY BROADWAY METALS & FABRICATORS NORTHWEST MOBILE PRODUCTS G & L STEEL COMPANY BROADWAY - ELKHART RIXILE R & L EXTRUSIONS MOBILE TRIM FUMETCO MTC SUPPLY RECREATIONAL VEHICLE CENTERS OF AMERICA

Inactive Entities

ALUM-A-FORM COMPANY ALUM-A-FORM OF IDAHO, INC BROADWAY METALS & FABRICATORS, INC BROADWAY ELKHART, INC. BMF CORPORATION ELIXIR CORPORATION G & L STEEL CORPORATION NORTHWEST MOBILE PRODUCTS, INC TRAVEL TRIM & VENT CO., INC. MOBILE TRIM, INC. SPRAYMATIC

And/or any wholly owned subsidiaries All other terms and conditions of this policy remain unchanged

CASUALTY AL 6631

ENDORSEMENT #2

This endorsement effective (12 01 A M standa d t me) forms a part of policy No GA 7 71 04 99

ssued to Elixir Industries

by Gulf Insurance Company

It is agreed that "Persons Insured", wherever it appears in the policy, coverage part or endorsement is amended to read

"while acting on behalf of the named insured"

In lieu of

"while acting within the scope of his duties as such"

All other terms and conditions of this policy remain unchanged

CASUALTY AL 6631

ENDORSEMENT #3

This endorsement effective

(12 01 A M standa d t me)

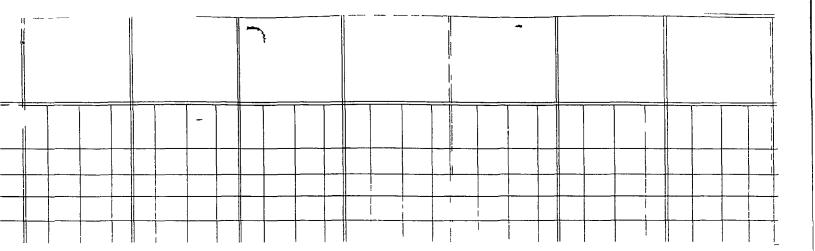
forms a part of policy No GA 7 71 04 99

ssued to Elixir Industries, et al

by Gulf Insurance Company

It is agreed that the term "Named Insured" wherever it appears in the policy, coverage part, or endorsement shall include Employees as an Insured while acting on behalf of the Named Insured

All other terms and conditions of this policy remain unchanged



AL 6784

ENDORSEMENT #4

This endorsement effective (12 01 A M sta dard t me)

forms a part of policy No GA 7 71 04 99

issued to Elixir Industries, et al

Ьy Gulf Insurance Company

> It is agreed that item #11 of the policy conditions is amended to read 60 days notice of cancellation in lieu of 10 days

All other terms and conditions of this policy remain unchanged

Author zed Representative

8-30-72 pr

ENN # 4

issued to

ENDORSEMENT #5

This endorsement effective (12 01 A M standard t me)

forms a part of policy No GA 7 71 04 99

Elixir Industries, et al

by

Gulf Insurance Company

PREMIUM BASIS SCHEDULE

M & C	C Payroll		Metal Good - NOC	
Code	2457	Calif 03 Oregon Idaho Arizona Colorado Kansas Texas Indiana Pa 13 Georgia	\$ 3,439,900 350,000 395 000 105,000 47,200 56,000 393,200 1,330 800 151,100 726,300	
	2/60	Florida 6	47,200	App 1 2 ap 2 a
	3460	Calif 03 Indiana	333 859 150,154 135,153 27,066 127 211 97 107 228 018	Appliance Chassis Service Engineering Plastics Shipping Appliance
Prod	ucts - Sale	<u>es</u>		
Doors Paint Putty & Stoves Ice Box Chassis		•	42,000 000 35,280 000 3 360 000 3,360,000 12,000,000 3 000,000 1 500,000	
Distrib	utıng		15 000 000	

-				
-				
		11 1 1		
		#		

EXP 7/73
AL 6625

ENDORSEMENT

This endorsement effective 3-26-73 (12 0TA M stando d t me)

auto Labely forms a part of policy No GA 771 OLL 99

ELIXIR INDUSTRIES, ET AL issued to

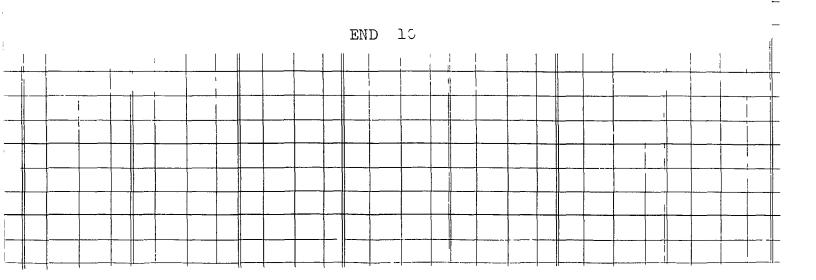
GULF INSURANCE COMPANY by

> IT IS AGREED THAT EXCLUSION "D" ENDORSEMENT A 4014A IS DCLETED IN ITS ENTIRETY

IT IS FURTHER AGREED THAT ADDITIONAL PREMIUM TO BE DETERMINED AT AUDIT AS FOLLOWS, $\$^{\text{L}}$ OO PER HOIST, PER LOCATION

All other terms and conditions of this policy remain unchanged WILSHIRE INS LOS ANGELES, CALIF 4/18/7₃ HL/NO

Authorized Representative



AUTOMOBITE WMMI APUSHKI BITTING

ENDORSEMENT

This endorsement effective 7/1/73 forms a part of policy No GA 771 04 99 issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$ 70,810

IT IS AGREED THAT FIRST ANNIVERSARY PREMIUM FOR AUTOMOBILE COVERAGES ARE AS FOLLOWS

ANNIVERSARY PERIOD		FROM	7/1/73
		TO-	7/1/74
AUTOMOBILE BODILY INJURY		\$	35,625
AUTOMOBILE MEDICAL PAYMENTS		\$	2,176
UNINSURED MOTORIST		\$	2,176
AUTOMOBILE PROPERTY DAMAGE		\$	14,413
AUTOMOBILE COMPREHENSIVE		\$	16,230
AUTOMOBILE COLLISION		\$	INCLUDED
OTHER		\$	190
	TOTAL	\$	70,810

(INFORMATION ONLY)
Total Anniversary Premium - All Coverages Including Automobile Described Above \$\frac{114,490}{43,680}\$

All other terms and cond t ons of this policy remain unchanged WILSHIRE INSURANCE AGENCY
LOS ANGELES, CALIF 9/28/73HL/TC
C 1124(7 72)

Handres
Autho zed Representat ve

AL 6631

ENDORSEMENT

EXP 7/75

This endorsement effective 7/1/73 stando dit me)

forms a part of policy No GA 771 04 99

issued to

ELIXIR INDUSTRIES, ET AL

Ьу

GULF INSURANCE COMPANY

ANNIVERSARY ENDORSEMENT

IN CONSIDERATION OF ADDITIONAL PREMIUM OF \$114,490 00, IT IS AGREED THAT THE FIRST ANNIVERSARY BILLING FOR THE PERIOD JULY 1, 1973 TO JULY 1, 1974 IS COMPUTED AS FOLLOWS

> COMPREHENSIVE GENERAL LIABILITY COMPOSITE RATE OF 336 PER \$1 000 GROSS SALES ESTIMATED ANNUAL SALES \$130,000,000 x 336 = \$43,680 00

COMPREHENSIVE AUTOMOBILE LIABILITY COMPOSITE RATE OF \$159 50 PER VEHICLE INCLUDING TRAILERS ESTIMATED NUMBER OF VEHICLES $341 \times $159 50 = $54,390 00$

AUTOMOBILE PHYSICAL DAMAGE RATE PER \$100 OF VALUE \$1 00 ESTIMATED VALUE \$1,623,000 \times \$1 00 = \$16,230

ENDORSEMENT

This endorsement effective 7/1/73 (12 01 A M standa d t me)

forms a part of policy No GA771 04 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

ANNIVERSARY ENDORSEMENT

IN CONSIDERATION OF ADDITIONAL PREMIUM OF 99,476, IT IS AGREED THAT THE FIRST ANNIVERSARY BILLING FOR THE PERIOD JULY 1, 1974 TO JULY 1 1975 IS COMPUTED AS FOLLOWS

COMPREHENSIVE GENERAL LIABILITY

COMPOSITE RATE OF 336 PER \$1,000 GROSS SALES

ESTIMATED ANNUAL SALES \$90,000,000 x 336 = \$30,240

COMPREHENSIVE AUTOMOBILE LIABILITY

COMPOSITE RATE OF \$181 77 PER VEHICLE INCLUDING TRAILERS
ESTIMATED NUMBER OF VEHICLES 286 x 181 77 = \$51,986

AUTOMOBILE PHYSICAL DAMAGE
RATE PER \$100 OF VALUE \$1 15
ESTIMATED VALUE \$1 500 000 x 1 15 = \$17,250

All other terms and conditions of this policy remain unchanged pv 7/24/74 END #27B

Landres

A tho zed Rep esentative

ENDORSEMENT

This endorsement effective 7/1/73 (12 01 A M standard time)

forms a part of policy No GA771 04 99

issued to

ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

IT IS AGREED ENDORSEMENT #B AUTOMOBILE PHYSICAL DAMAGE INSURANCE COVERACE PART SHALL PROVIDE "O" COMPREHENSIVE WITH A \$2,000 OO DEDUCTIBLE AND "P" COLLISION WITH A \$2,000 OO DEDUCTIBLE

IT IS FURTHER AGREED THAT THIS COVERAGE WILL AUTOMATICALLY EXTEND TO PROVIDE COVERAGE ON ANY VEHICLE REGARDLESS OF VALUE WHERE A LEASING OR LENDING COMPANY REQUIRES SUCH INSURANCE THIS COVERAGE WILL ALSO CONFORM TO THE INSURANCE REQUIREMENTS AS REQUIRED BY THE IEASING OR LENDING COMPANY, BUT THE INSURED AGREES TO REIMBURSE THE INSURANCE COMPANY FOR THE DIFFERENCE BETVEEN THE DEDUCTIBLE REQUIRED BY THE LEASING OR LENDING COMPANY AND THE DEDUCTIBLE APPLICABLE UNDER THIS POLICY

IT IS FURTHER AGREED THAT THE PREMIUM SHALL BE DETERMINED BY APPLYING THE FOLLOWING RATE TO ALL INSURED VEHICLES

ALL VEHICLES \$1 15 PER \$100 00 OF VALUE

All other terms and conditions of this policy remain unchanged

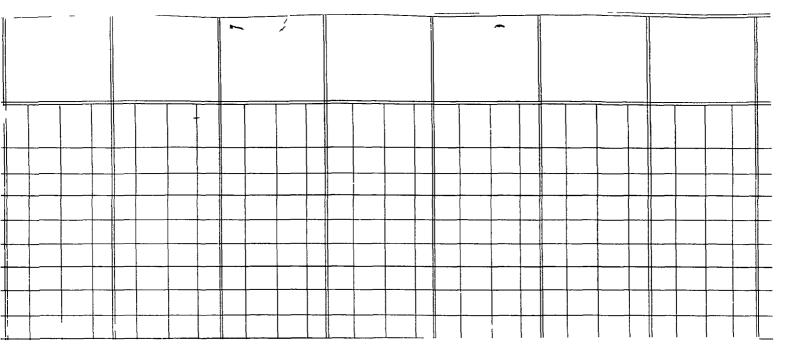
PV 7/24/74

END #28

Handrea

Autho zed Rep esentati

א הא מא ד מחד אד



EXP 7/75

ENDORSEMENT

This endorsement effective 7/1/73 forms a part of policy No GA 771 04 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

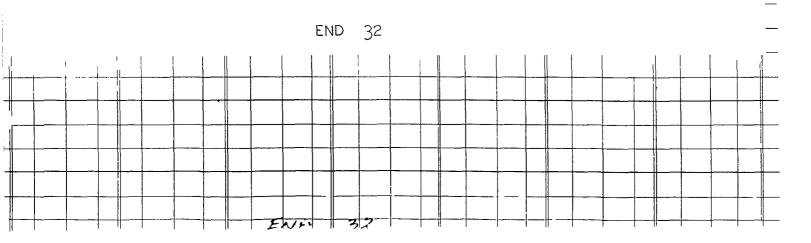
IN CONSIDERATION OF A DEPOSITE ADDITIONAL PREMIUM OF \$50.00, BROAD FORM VENDOR COVERAGE IS ADDED AS PER ENDORSEMENTS # 33 & 34

*PREMIUM TO BE DETERMINED AT AUDIT

All other terms and conditions of this policy remain unchanged

LSHIRE INSURANCE 30/73 GM/CD

Handres
Autho zed Representative



(The Attaching Clause need be completed only when this endorsene tissis disubsequent to preparation of the policy)

LIABILITY

G 113

L 9114a (Ed 766)

ADDITIONAL INSURED

(Vendors-Broad Form)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement effective

7/1/73 (12 01 A M standard t me) forms a part of policy No $\,$ GA $\,$ 771 $\,$ O $^{l_{\text{F}}}$ $\,$ 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

Handres
Author zed Representat ve

SCHEDULE

Name of Vendor(s)

SEARS, ROLBUCK AND COMPANY

It is agreed that the Persons Insured provision is amended to include any person or organization designated above (herein referred to as vendor as an insured but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions

- 1 The insurance with respect to the vendor does not apply to
 - (a) any express warranty unauthorized by the named insured
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product mad intentionally by the vendor
 - (ii) repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
 - (iii) demonstration installation servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product or
 - (iv) products which aft i distribution or sale by the named insured have been labeled or relabeled or used as a container part or ingred ent of any other thing or substance by or for the vendor
- 2 The insurance does not apply to any person or organization as insured from whom the named insured has acquired such products or any ingreent part or container entering into accompanying or containing such products.

1]AUTHENTIC WILSHIRL INSURANCL 8/30/73 GM/CD

END 33

(The Attaching Clause need be completed only when this ease it is assumed subsequent to place to on of the policy) (1)

LIABILITY

G 113

L 9114a

ADDITIONAL INSURED

(Vendors-Broad Form)

This endorsement modifies such insurance as is afforded by the p cvisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement effective

1/1/ (12 01 A M sta da d t me form a part of policy No A (71 04

issued to ELIXIR INDUSTRIES, IT AL

BY GULF INSULANCE COMPANY

H Landres
A no zed R p es tat e

SCHEDULE

Name of Vendor(s)

MONTGOMERY VAKD

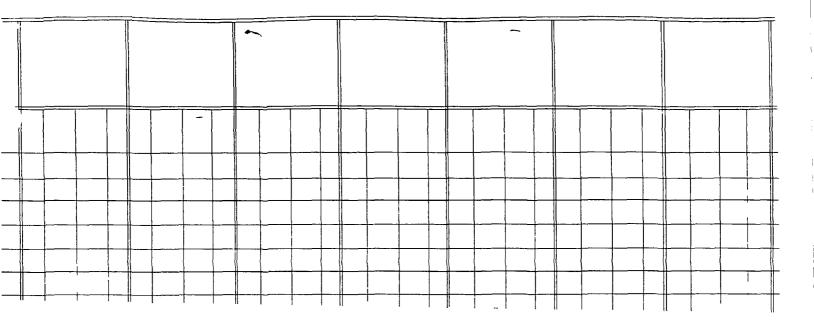
It is agreed that the Persons Insured provision is amended to include any person or organization designated above (herein referred to as - vendor as an **insured** but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions

- 1 The insurance with respect to the vendor does not apply to
 - (a any express warranty unauthorized by the named insured
 - (b) bodily injury or property damage arising out of
 - ii) any physical or chemical change in the form of the product made in ent onally 5, the vendor
 - (i) repacking unless unpacked solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container
 - tiii) demon tration instalia ion servi ing or repair operations except such operations performed at the vendor's premiscs in connection v it the sale of the product or
 - (iv) products which aft i distribution or sale by the named insured have been labeled or relabeled or ised as a container part or ingredient of any other thing or substance by or for the vendor
- 2 The insurance does not apply to any person or organization as insured from whom the named insured has acquired such products or any ingre element or containing into accompanying or containing such products

JAUTHENTICH WILSHIRE INSURANCE 3/30/73 GM/CU

CND ,4

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CACUALTY

AL 6625

ENDORSEMENT

This endorsement effective 7/1/73 (12 01 A M standa d t me)

forms a part of policy NGA 771 04 99

issued to

ELIXIR INDUSTRIES, ET AL

bу

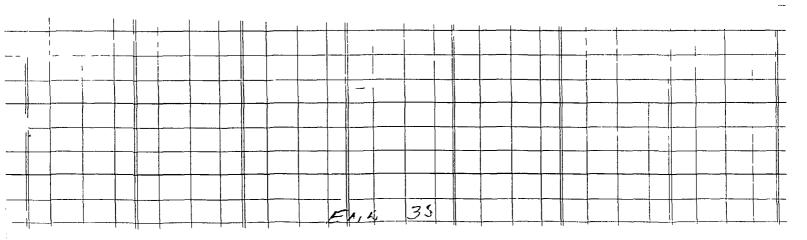
GULF INSURANCE COMPANY

IN CONSIDERATION OF A RETURN PREMIUM OF \$99,281 IT IS AGREED ENDORSEMENTS NO 27A AND 26A ARE NULL AND VOID AND REPLACED BY NO'S 27B AND 26B

All other terms and conditions of this policy remain unchanged WILSHIRE INSURANCE AGENCY LOS ANGELES, CALIF 9/28/73HL/TC

H Landrey
Author zed Representative

END # 35



AL 6631

ENDORSEMENT

This endorsement effective

(12 07 A M standard time)

forms a part of policy No GA 771 04 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT HIRE, LEASED, RENTED OR BORROWED AUTOMOBILES

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$32 OO COMPREHENSIVE AND \$68 OO COLLISION IT IS AGREED THAT THE POLICY SHALL APPLY TO SUMS WHICH THE NAMED INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES TO OTHERS FOR LOSS AS DEFINED BY COMPREHENSIVE AND COLLISION COVERAGE, TO ANY AUTOMOBILE, TRUCK OR OTHER MOTOR VEHICLE WHILE HIRED, LEASED, RENTED OR BORROWED AND NOT OWNED BY THE NAMED INSURED OVER WHICH THE NAMED INSURED HAS PHYSICAL CONTROL SUBJECT TO THE FOLLOWING PROVISIONS

- AS RESPECTS THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$20,000 FOR LOSS OR DAMAGE TO ANY PIECE OF EQUIPMENT IN ANY ONE OCCURRENCE
- AS RESPECTS THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR COMPREHENSIVE AND COLLISION THE SUM OF \$250 OO SHALL BE DEDUCTED FROM ANY LOSS PAYMENT
- THE INSURANCE AFFORDED UNDER THIS ENDORSEMENT SHALL BE EXCESS INSURANCE OVER ANY VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE AUTOMOBILE
- ANY LOSS PAYABLE UNDER THIS ENDORSEMENT SHALL BE ADJUSTED WITH THE NAMED INSURED AND SHALL BE PAYABLE TO THE NAMED INSURED AND THE LEGAL OWNER OR REPRESENTATIVE OF THE AUTOMOBILE, AS THEIR INTEREST MAY APPEAR

All other terms and conditions of this policy remain unchanged

WILSHIRE INSURANCE 11/8/73 GM/CD Author zed Rep esentative

END 37 / Por A

ENDORSEMENT

This endorsement effective

1

9-14-73 (12 01 A M standa d t me) forms a part of policy No GA7710499

ssued to

ELIXIR INDUSTRIES, ETAL

by G

GULF INSURANCE COMPANY

EXTENDED PHYSICAL DAMAGE ENDORSEMENT

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$ 32 00 COMPRE-HENSIVE AND \$ 68 00 COLLISION IT IS AGREED THAT THE POLICY SHALL APPLY TO SUMS WHICH THE NAMED INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES TO OTHERS FOR LOSS AS DEFINED BY COMPRE-HENSIVE AND COLLISION COVERAGE TO ANY MOTOR VEHICLE, AUTOMOBILE, TRUCK, VEHICLE LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE, WHILE HIRED, LEASED, RENTED TO, USED BY, LOANED TO OR BORROWED BY AND NOT OWNED BY THE NAMED INSURED OVER WHICH THE NAMED INSURED HAS PHYSICAL CONTROL SUBJECT TO THE FOLLOWING PROVISIONS

- AS RESPECTS THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$ 30,000 00 FOR LOSS OR DAMAGE TO ANY PIECE OF EQUIPMENT IN ANY ONE OCCURRENCE
- AS RESPECTS THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR COMPREHENSIVE AND COLLISION THE SUM OF \$250 00 SHALL BE DEDUCTED FROM ANY LOSS PAYMENT
- 3 THE INSURANCE AFFORDED UNDER THIS ENDORSEMENT SHALL BE EXCESS INSURANCE OVER ANY VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE AUTOMOBILE
- ANY LOSS PAYABLE UNDER THIS ENDORSEMENT SHALL BE ADJUSTED WITH THE NAMED INSURED AND SHALL BE PAYABLE TO THE NAMED INSURED AND THE LEGAL OWNER OR REPRESENTATIVE OF THE AUTOMOBILE, AS THEIR INTEREST MAY APPEAR

IN LIEU OF AND ENTIRELY REPLACES ENDORSEMENT NUMBER 37

All other terns and conditions of this policion and nunchanged

Autho zed Rep Intat e

AL 6631

CASUALTY

ENDORSEMENT

This endorsement effective 2-8-74
(12 01 A M standa d t me)

forms a part of policy No GA7710499

issued to ELIXIR INDUSTRIES, ETAL

by GULF INSURANCE COMPANY

POLICY PERIOD, TERRITORY AMENDED

APPLICABLE ONLY TO

COMPREHENSIVE AUTOMOBILE LIABILITY - COVERAGE AGREEMENT IV AUTOMOBILE PHYSICAL DAMAGE - COVERAGE AGREEMENT III GARAGE INSURANCE COVERAGE - COVERAGE AGREEMENT VI

IN CONSIDERATION OF THE PREMIUM PROVIDED, IT IS AGREED THAT THE APPLICABLE COVERAGE AGREEMENT OF THE POLICY IS DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED THEREFOR

CONDITION 1 POLICY PERIOD, TERRITORY THIS POLICY APPLIES ONLY TO ACCIDENTS, OCCURRENCES AND LOSS DURING THE POLICY PERIOD WHILE THE AUTOMOBILE IS WITHIN NORTH AMERICA, HAWAII OR ANY TERRITORY OR POSSESSION OF THE UNITED STATES OF AMERICA, OR IS BEING TRANSPORTED BETWEEN PORTS THEREOF

IT IS AGREED THAT ANY CLAIM PAYABLE UNDER THE COVERAGES OF COMPREHENSIVE, COLLISION, FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE OF THE POLICY ARISING OR RESULTING FROM ANY LOSS OR DAMAGE OCCURRING WITHIN THE REPUBLIC OF MEXICO SHALL BE PAYABLE IN THE UNITED STATES OF AMERICA AND THAT IN THE EVENT OF LOSS OR DAMAGE WHICH MAY MAKE NECESSARY THE REPAIR OF THE AUTOMOBILE OR REPLACEMENT OF ANY PART OR PARTS THEREOF, WHILE SAID AUTOMOBILE IS WITHIN THE REPUBLIC OF MEXICO, THE BASIS OF ADJUSTMENT OF CLAIM FOR SUCH REPAIRS AND/OR REPLACEMENT SHALL NOT EXCEED THE COST OF SUCH REPAIRS AND/OR REPLACEMENT AT THE NEAREST POINT IN THE UNITED STATES WHERE SUCH REPAIRS AND/OR REPLACEMENT CAN BE MADE

WARNING

UNLESS YOU HAVE AUTOMOBILE INSURANCE WRITTEN BY A MEXICAN INSURANCE COMPANY, YOU MAY SPEND MANY HOURS OR DAYS IN JAIL, IF YOU HAVE AN ACCIDENT IN MEXICO INSURANCE COVERAGE SHOULD BE SECURED FROM A COMPANY LICENSED UNDER THE LAWS OF MEXICO TO WRITE SUCH INSURANCE IN ORDER TO AVOID COMPLICATIONS AND SOME OTHER PENALTIES POSSIBLE UNDER THE LAWS OF MEXICO, INCLUDING THE POSSIBLE INPOUNDMENT OF YOUR AUTOMOBILE

IT IS FURTHER UNDERSTOOD AND AGREED THAT COVERAGES AS PROVIDED UNDER THE COMPREHENSIVE AUTOMOBILE LIABILITY COVERAGE PART SHALL APPLY TO

(CONTINUED ON NEXT PAGE)

#41

All other terms and conditions of this policy remain unchanged

The Hardeland Author 2nd Representative

E1, 745

AL 6631

ENDORSEMENT

This endorsement effective

2-8-74
(12 01 A M standard time)

forms a part of policy No GA7710499

issued to

ELIXIR INDUSTRIES, ETAL

bу

GULF INSURANCE COMPANY

RENTAL AUTOMOBILES FOR ACCIDENTS, OCCURRENCES AND LOSSES WHICH OCCUR IN MEXICO, BUT ONLY AS RESPECTS TO CLAIMS OR SUITS BROUGHT WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA

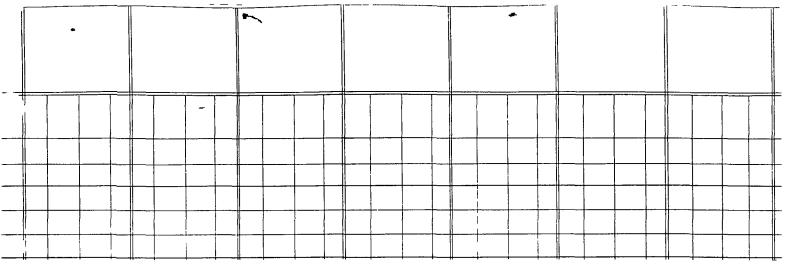
IN LIEU OF AND ENTIRELY REPLACES ENDORSEMENT GA027 (11/67)
MEXICO COVERAGE

#41A

All other terms and conditions of this policy remain unchanged

Autho zed Rep e entative

ENE NII



EXP 7/75

CASUALTY

AL 6625

ENDORSEMENT

This endorsement effective $\frac{1/2/74}{\text{(12 01 A M standard t me)}}$

forms a part of policy No $\,$ GA 771 04 99 $\,$

issued to

ELIXIR INDUSTRIES, ET AL

by

GULF INSURANCE COMPANY

IN CONSIDERATION OF PREMIUM BEING CHARGED, IT IS AGREED

ENDORSEMENT #42 IS CORRECTED AS FOLLOWS

DEDUCTIBLE FOR COMPREHENSIVE

\$2,000

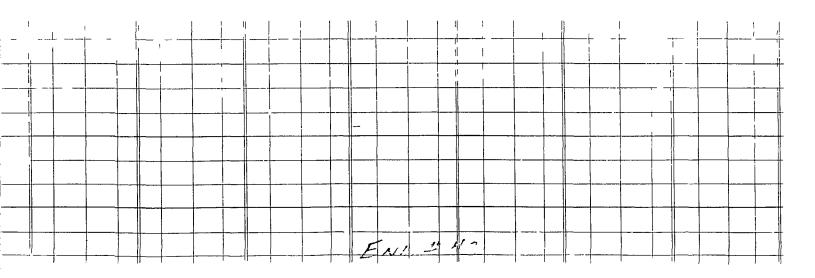
DEDUCTIBLE FOR COLLISION

\$2,000

All other terms and conditions of this policy remain unchanged

WILSHIRE INSURANCE AGENCY 5/20/74 CD/JF

END #43



AUTOMOBILE ANNIVERSARY B ING

his endorsement effec	ve 7/1/74 (12 01 A M standar	d t me
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forms a part of policy No GA 771 04 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INSURANCE COMPANY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$ 69,236

IT IS AGREED THAT SECOND ANNIVERSARY PREMIUM FOR AUTOMOBILE COVERAGES ARE AS FOLLOWS

ANNIVERSARY PERIOD	FROM 7/1/74	
	TO• 7/1/75	
AUTOMOBILE BODILY INJURY	\$ 33,903	
AUTOMOBILE MEDICAL PAYMENTS	\$ 1,476	
UNINSURED MOTORIST	\$ 1,476	
AUTOMOBILE PROPERTY DAMAGE	\$ 15,131	
AUTOMOBILE COMPREHENSIVE	\$ 17,250	
AUTOMOBILE COLLISION	\$ INCLUDED	
OTHER	\$	-
	TOTAL \$ 69,236	

(INFORMATION ONLY)
Total Anniversary Premium - All Coverages Including Automobile Described Above \$ 99,476
GENERAL LIABILITY \$30,240

pv 7/24/74

All other terms and conditions of this policy remain unchanged

END #44

Author zed Representat ve

C 1124(7 72)

WILSHIRE INSURANCE AGENCY

AL 6625

ENDORSEMENT

SXP 7/75

This endorsement effective 12/1/7/1 (12 01 A M standard t me)

forms a part of policy No GA771 1 99

issued to ELIXIR INDUSTRIES CTAL

by GULF INSURANCE COMPAN

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$23 24 UNDERSTOOD AND AGREED THAT THE ANNUAL PREMIUM IS AMENDED TO READ \$139 /17

END #115

All other terms and conditions of this policy remain unchanged

AL 6625

ENDORSEMENT

EXP 7/75

This endorsement effective 7/1/74 (12-01 A M standard t me)

forms a part of policy No GA 771 04 99

issued to ELIXIR INDUSTRIES, ET AL

by GULF INCURANCE COMPANY

IN CONSIDER/TION OF / RETURN PREMIUM OF \$5,001 OC, IT IS AGREED THAT ENDORSE ENT 27-B, INIVERSARY BILLING 10 1 POID TO READ AS FOLLOWS

COMP , UTO LI BILITY - ESTIMATED NUMBER O VEHICLES 286 , 155 50 = \$45,617

UTO PERST L DAY OF - ESTIMATED V LIVE 1,500 1 00 = \$1,500

All other terms and conditions of this policy remain unchanged

1/15/5 76/17

END

GENE AL PURPOSE ENDORS MENT

,	
Effective on and after	7/1/ 19_7 ¹ 4 Standard Time
is endorsement forms part of policy No GA 771 04 99	Expiration Date 7/1/75
ssued to ELIXIR INDUSTRIES, ET AL	
GULF INSURANCE COMPANY	Company
It is agreed that this policy is hereby amended as indicate	ated by cross X
Additional Premium of \$	Return Premium of \$
Name of Assured or Employer amended to read as shown below	Address of Assured amended to read as shown below
Premium or rates amended as shown below	Limits of Liability amended to read as shown below
☐ Item(s) listed b low added to schedule	☐ Item(s) listed below deleted from schedule
 □ Occupation of Insured is amended to read as shown below □ Amount of insurance is amended to read as shown 	 Description or location of property insured amended to read as shown below Term of policy amended to read as shown below
below Estimated payroll is amended to read as shown below	☐ Item No
DELETED ATOMIC DISPOSER CORPORATION	
ADDED ATOMIC DISPOSER COMPANY, A DIVISION ELIXIF WINDOW CORPORATION, ELIXIF AND CARL MORFIS WILLIAM ASHEN AND	R EMPLORATION COPPOPATION,

Subject otherwise to all the terms limits and conditions of the Policy 1/13/75 CD/JT

Not valid until countersigned by an authorized agent of the Company

C 1089 (8 72)

HLandrows Authorized Agent

AL 6625

ENDORSEMENT

EXP 7/75

This endorsement effective 6/21/74 (12 01 A M standard t me)

forms a part of policy No G' 771 OLL 90

issued to ELI IF INDUSTRIES, ET AL

by GULF INCUP NCE COMPANY

IN CONSIDER TION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT GARAGE INSURANCE FORM AL9588 IS HEREBY ADDED TO THE POLICY

1 other terms and cond tions of this policy remain unchanged $1/13/75\,$ CD/JT

END #48

AUTOMOBILES ADDED OR ELIMINATED ENDORSEMENT

Policy I	G/	2 771	O _J	99						- 				·					Iss		
	Insured and Addr ELIXIR INE 17809 SOUT BARDENA, C		ES AD RN	, [[/ N/AY /	_																
Policy E	ffective From	7/1/74		to 7,	/1/75										•						
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6 DULF INBURANCE COMPANY
GATLANTIC INBURANCE COMPANY
DELECT INBURANCE COMPANY
DIMS CO OF THE PACIFIC COAST

END ,49

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Handres

11 721

This endorsement effective

forms a part of policy No GA 771-04-99

Limits of Liability

aggregate

each occurrence

7-1-74 (12 01 A M standard time)

Issued	to	ELTXTR	INDUSTRIES.	ETP	AT.
		THATT	TIADOD TICTIO	TO T	nЦ

by	GULF INSURANCE COMPANY
	It is agreed that this noticy is amende

s policy is amended as indicated by X

Coverages

☐ Revised Schedule

☐ Delete from Schedule

Add To Schedule

WILSHIRE INSURANCE AGENCY

2-6-75 CD/llk C 914 (9 74)

☐ Amend Premium Bases

☐ Limits of Liability Rates and Premium Amended to read as follows

A—Bodily Injury Liability B—Property Damage Liability Description of Hazards Code No Premium Bases Premium Bases B I P D Bodily Injury Premises Operations GENERAL LIABILITY EXTENTION ENDORSEMENT 99980 INCLUDED IN RATE COMPOSITE INCIDENTED IN RATE	\exists
Description of Hazards Code No Bases Premium Rates Premium Bases B I P D Bodily injury Premium Bases Premises Operations GENERAL LIABILITY EXTENTION INCLUDED IN COMPOSITE INCL	
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remium Adjustment (P/R Factor)	
Dates Due Prev Installments Addtl Prem Return Prem Revised	d Instal
D 7 Di	
7-1-74 INCLUDED	

END #50



This endorsement. Hifles such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

GENERAL LIABILITY EXTENTION ENDORSEMENT

This endorsement effective

7-1-74 (12 01 A M standard time) forms a part of policy No GA 771-04-99

issued to

ELIXIR INDUSTRIES, ET AL

by

GULF INSURANCE COMPANY

Additional Premium _.INCLUDED

it is agreed that

CONTRACTUAL LIABILITY

The Bodily Injury and Property Damage Liability Coverages apply subject to the following additional provisions

(A) The definition of incidental contract is amended to read as follows

incidental contract means any contract or agreement relating to the conduct of the named insured s business

The following additional exclusions apply to liability assumed by the insured under any incidental contract

This insurance does not apply

- (1) to bodily injury or property damage for which the insured has assumed liability under any contract or agreement if such injury or damage occurred prior to the execution of the contract or agreement
- (2) if the indemnitee of the insured is an architect engineer or surveyor to the liability of the indemnitee his agents or employees arising out of
 - the preparation or approval of maps drawings opinions reports surveys change orders designs or specifications or
 - (ii) the giving of or the failure to give directions or instructions by the indemnitee his agents or employees provided such giving or failure to give is the primary cause of the bodily injury or property damage
- (C) The following additional condition applies

Arbitration

11

The company shall be entitled to exercise all of the insured s rights in the choice of arbitrators and in the conduct of any arbitration proceeding

BROAD FORM PROPERTY DAMAGE COVERAGE

The Property Damage Liability Coverage applies to property damages to property in the care custody or control of the insured and to property damage to work performed by or on behalf of the named insured subject to the following additional provisions

(A) Exclusion (1) below is added and Exclusions (k) and (o) of the policy are replaced by the following exclusions

This insurance does not apply

- (1) to liability assumed by the insured under any contract or agreement
- (2) to property damage
 - (a) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping

Authorized Representative

- (b) except with respect to liability under a sidetrack agreement or the use of elevators to
 - property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured
 - (ii) tools or equipment while being used by the insured in performing his operations
 - (iii) property in the custody of the insured which is to be installed erected or used in construction by the insured
- (c) that particular part of any property not on premises owned by or rented to the insured
 - upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or
 - (ii) out of which any property damage arises or
 - (III) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured
- (3) with respect to the completed operations hazard to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- (B) The Broad Form Property Damage Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition of the policy is amended accordingly

III NON OWNED WATERCRAFT COVERAGE

Exclusion (e) does not apply with respect to bodily injury or property damage arising out of the maintenance operation or use including loading or unloading of any watercraft under 50 feet in length provided such watercraft is not owned by the named insured or is not being used to carry persons for a charge

IV FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured including fixtures permanently attached thereto if such property damage arises out of fire subject to the following additional provisions

 With respect to Fire Legal Liability Coverage — Real Property all of the exclusions of the policy (except the Nuclear Energy)

(continued on reverse side)

SCHEDULE

DEDUCTIBLE

\$5 000 each claim advertising offense

XX An X in this block indicates that Exclusion IX (B) (3) does not apply WILSHIRE INSURANCE AGENCY

2-6-75 CD/11k

Countersigned by_

(Authorized Representative)

Liability Exclusion — Broad Form) and all of the exclusions of this endorsement are replaced by the following exclusion

This insurance does not apply to liability assumed by the insured under any contract or agreement

3) The limit of property damage liability stated in the declarations of the policy as applicable to each occurrence is as respects the Fire Legal Liability Coverage — Real Property amended to read \$25 000 each occurrence

HOST LIQUOR LAW LIABILITY COVERAGE

he Bodily injury and Property Damage Liability Coverages apply to bodily njury or property damage arising out of the serving or giving of alcoholic everages by or on behalf of the named insured provided the named insured not a person or organization engaged in the business of manufacturing isstributing selling or serving alcoholic beverages or is not an owner or lessor if premises used for such purposes. The definition of damages is amended to include damages for loss of support resulting from bodily injury.

INCIDENTAL MALPRACTICE LIABILITY COVERAGE

he Bodily Injury and Property Damage Liability Coverages apply to bodily njury or property damage occurring during the policy period and arising out if malpractice error or mistake committed at or in connection with the premises

- (1) in the rendering of or failure to render medical surgical dental x ray or nursing service or treatment or the furnishing of food or beverages in connection therewith or
- (2) the furnishing or dispensing of drugs or medical dental or surgical supplies or appliances

ubject to the following provisions

(A)The following additional exclusion applies

The insurance does not apply to **bodily injury** to any person to or for whom benefits or **damages** on account thereof are payable under any valid and collectible voluntary compensation or employer's liability insurance available to the **insured**

(B) The Supplementary Payments provision of the policy shall not apply to this insurance in so far as it provides for the payment of expenses incurred by the insured for first aid at the time of accident

WORLDWIDE COVERAGE - NAMED INSURED S PRODUCTS

i e bodily Injury and Property Damage Liability Coverages also apply to bodily injury or property damage which occurs during the policy period outside the policy territory provided

- (a) such injury or damage is included in the products hazard and
- (b) the original suit for such injury or damage is brought within the policy territory

VIII ADDITIONAL INSURED-EMPLOYEES

The Persons Insured provision is amended to include with respect to the Bodily Injury and Property Damage Liability Coverages only any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply

- (1) to bodily injury to (i) another employee of the same employer arising out of or in the course of his employment or (ii) the named insured or if the named insured is a partnership or joint venture any partner or member thereof
- (2) to property damage to property owned occupied or used by rented to in the care custody or control of or over which physical control is being exercised for any purpose by (i) another employee of the named insured or (ii) the named insured or if the named insured is a partnership or joint venture any partner or member thereof
- (3) to bodily injury or property damage included in the Incidental Malpractice Liability Coverage

IX PERSONAL INJURY AND ADVERTISING OFFENSE LIABILITY COVERAGE

(A)The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising offense sustained by any person or organization and arising out of the conduct of the named insured so business if the offense is committed during the policy period within the policy territory and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury or even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

(B) This insurance does not apply

- (1) to liability assumed by the insured under any contract or agreement
- (2) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
- (3) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured but this exclusion shall be inapplicable if so indicated in the schedule
- (4) to personal injury arising out of a libel or slander or a publication or utterance in violation of an individual s right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance
- (5) to personal injury arising out of any publication or utterance (a) of a libel or slander or of other defamatory or disparaging or material or
 - (b) in violation of an individual s right of privacy
 - concerning any person organization or business enterprise or his or its products or services made by or at the direction of any insured with knowledge of the falsity thereof
- (6) to advertising offense arising out of
 - (a) failure of performance of contract other than the unauthorized appropriation of ideas based upon alleged breach of implied contract
 - (b) infringement of trademark service mark or trade name other than title or slogans by use thereof on or in connection with goods products or services sold offered for sale or advertised or
 - (c) incorrect description or mistake in advertised price of goods products or services sold offered for sale or advertised
- (7) to personal injury or advertising offense arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured
- (C) The Timits of Liability provision is as respects the Personal Injury and Advertising Offense Liability Coverage only replaced by the following

Limits of Liability

Regardless of the number of (1) insureds hereunder (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought on account of personal injury or advertising offense the total liability of the company for all damages because of any such injury or offense to which this coverage applies sustained by one or more persons or organizations shall not exceed the limit of liability stated in the declarations of the policy as applicable to each occurrence for the Bodily Injury liability coverage

- (D)The company's obligations under the Advertising Offense Liability Coverage to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the schedule as applicable to each claim advertising offense deductible amount applies separately to each claim for advertising offense and for purposes of determining the application of such deductible amount each claim shall include all claims made or suits brought on account of any one advertising offense (regardless of the number of kind of media used or the frequency of repetition thereof) The terms of the policy including those with respect to the company s ghts and duties with respect to the defense of suits and the insured s duties in the event of an occurrence apply irrespective of the application of the deductible amount. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company
- (E) With respect to the Personal Injury and Advertising Offense Liability Coverage the definition of damages is amended to read as follows and the following additional definitions apply damages means only those damages which are payable because of personal injury or advertising offense arising out of an offense to which the Personal Injury and Advertising Offense Liability Coverages applies

personal injury means injury arising out of the offense of false arrest detention imprisonment malicious prosecution the publication or utterance of a libel or slander or other defamatory or disparaging material or the publication or utterance in violation of an individual s right of privacy (except publications or utterances in the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured) wrongful entry or eviction or other invasion of the right of private occupancy

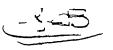
advertising offense means injury occurring in the course of the named insured s advertising activities if such injury arises out of libel slander defamation violation of right of privacy piracy unfair competition or infringement of copyright title or slogan

TG

MR MIKE LOCELSO WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE LOS ANGELES, CALIFORNIA 90005

INSURED S NAME AND MAILING ADDRESS





Nº 1270

This Binder is a temporary Insurance Contract

ELIXIR INDUSTRIES, RT AL	1	to sen	ve as evidend	e of Insurance pending
17809 SOUTH BROADWAY		X Issu	ance and De	elivery of a Policy
GARDENA, CALIFONRIA 902	48	□ Issı	ance and De	elivery of a Renewal Policy
				elivery of Endorsement
				lates Premiura or Coverage
L_		ے اس	Sociation of it	E Corerage
				m cs
THE CHICAGO INSURANCE COMPAN	Y - ASSIGNED P	OLICY NO	2-255-1	1030199 9 7
	(NAME OF INSURANCE COM	(PANY)		197 197
is hereby bound to the insured named above subject	to the conditions set forth	below as follows		76
-DESCRIPTION OF VEHICLES PROPERTY OR OPERATIONS AND LOCATIONS	TYPE OF COVERAG	E AND INSURED P	ERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY
				
MFG MOBILE HOME PARTS -	1-UMBRELLA LIA			\$2,000,000.
AND EQUIPMENT	EXCLUDING PR	ODUCTS		EXCESS OF
	!		ĺ	UNDERLYING
				
	2-PRODUCT LIAB	ILITY - EX	CESS	\$2,000,000
	SUBJECT TO C		1	EXCESS OF
- True	FORM			UNDERLYING
7 20-76				_
(W 60 H1344				
1 地でで #134十	FIRM			
MANACHEMENTAL PREMIUM	- Was	FOLLOWING CLAU	SES SPECIAL	CONDITIONS OR
				TO THIS INSURANCE
\$65,000 FLAT ANNUAL	j			
Binder Sent To ☐ Insured ☐ Mortgagee or L	P Tother AGEN	inder		
bilider Selfc to Illistred Mortgagee of Ex	T 45 Other			
A M				
Effective FROM 12.01 xx JULY 28.	_ 197£ 9 TO 12	01 AMSE	PREMBER	_ 28, 19 76
It is expressly stipulated that this binder is is	sued (1) subject to all th	he terms and co	nditions of t	he policy regularly issued by
the Company in the state in which the operation of				
as if fully set forth herein (2) and to the payment event of loss before expiration of this binder shall	of premium based on pu	blished or manu	al rules and	rates which premium in the
It is a condition of this binder that whenever t	he Policy of this Compan	visissued in lie	u of its unde	ertaking under this binder its
obligations hereunder shall cease and be void pro-	ovided however that this	s binder shall no	t continue ii	n force beyond the expiration
date stated herein. This binder is made and accept	ed subject to the foregoin	g stipulations an	d conditions	and shall not be valid unless
countersigned by the duly authorized agent of this This Binder may be cancelled at any time by	Company	der to the Compa	ny or to this	s agent or by giving notice to
the Company or to this agent when thereafter the	cancellation shall be effe	ctive The Binder	may be car	scelled by the Company or by
this agent in behalf of the Company by mailing to	the Insured at the addre	ess shown above	written not	ice stating when not less than
ten (10) days thereafter such cancellation shall be tive date of cancellation stated in the notice shall	e effective. The mailing of	of notices as afor	esaid shall b	ten notice shall be equivalent
to mailing	become the end of the b	maer period bei	ivery or with	ten notice shall be equivalent
When more than one Company is named in th	is binder the above stipu	ilations apply ser	parately to e	ach Company
A premium will be charged for this binder				
COUNTERSIGNED at STUDIO CITY	, CALIFORNIA	Dated _JUL	Y 28. 1	976
	- ///i	in the	OA	0.1
	By	DROW	<u> </u>	cou_
DIIAAC ACORD COMMITTEE Form No 21-4 4/75	ONFITOL	PHOKERACE	INC	

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CHICAGO INSURANCE CUMPANY

97 B C 7099-5 * 150

DATE OF ISSUE 8/4/76 Har/man

RENEWING

Named Insured Elixir Industries

New TERR 03 POLICY NO 2

ADDRESS 17809 S. Broadway

Town County & State Gardens, CA 90248

Policy Period of THE NAMED INSURED AS STATED HEREIN

July 28, 1976 V To July 28, 1977 Capital Brokerage, Inc.

TERM | YR(S)

12 01 AM 🛣 12 00 NOON 🗔

Agent or Broker
Office Address
Town and State

1244 Ventura Blvd , Suite 204

studio city, ca 91604

Description and Location of property covered

yorldeide

The limit of the company's liability shall be as stated herein subject to all of the terms of this policy having reference thereto

COVERAGE OR CONDITIONS

AMOUNT OF INSURANCE

PREMIUM

Excess Umbreila Liability

\$2,000,000/2,000,000 00

\$65,000 00

excess of

\$1,500,000/1,500,000 00

excess of primary

Forms Attached

IFC CIC 55-8 IFC CIC 5 IFC CIC 8-50 Ends 1,2 & 3

No similar insurance has been canceled by any insurance carrier during the past year-except

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated which are hereby made a part of this policy

together with such other provisions stipulations and agreements as may be added hereto as provided in this policy

Countersigned by ...

Authorized Representative

EXCESS UMBRELLA POLICY

NAMED INSURED As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary associated affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company

INSURING AGREEMENTS

I COVERAGE

The Company hereby agrees subject to the limitations terms and conditions hereinafter mentioned to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law
- or (b) assumed under contract or agreement by the Named Insured and/or any officer director stockholder partner or employee of the Named Insured while acting in his capacity as such

for damages direct or consequential and expenses on account of -

- (1) Personal injuries including death at any time resulting therefrom
- (2) Property damage
- (3) Advertising liability

caused by or arising out of each occurrence happening anywhere in the world and arising out of the hazards covered

by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by (hereinafter

called the Underlying Umbrella Insurer(s))

II LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurer(s) have paid or have been held liable to pay the full amount of the respective ultimate net loss liability as follows

\$ (as stated in Item 3 of the Declarations)

ultimate net loss in respect of each occurrence but

\$ (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non fatal) by Occupational Disease sustained by my employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate net loss in all respect of each occurrence-subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the curren cy of this Policy separately in respect of Products Liabili ty and separately in respect of Personal Injury (fatal or non fatal) by Occupational Disease sustained by any em ployees of the Insured

CONDITIONS

1 PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or proper ty damage without payment of additional premium

2 MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms definitions exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the cur rency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies

3 CANCELLATION -

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days thereafter cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this policy shall and on the effective date and hour of cancellation stated in the notice Delivery of such written notice either by the Named Insured or by the Com pany or their representatives shall be equivalent to mailing

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force If this Policy shall be cancelled by the Company the Com pany shall retain the pro rata proportion of the premium for the period this Policy has been in force Notice of cancella tion by the Company shall be effective even though the Company make no payment or tender of return premium

4 OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy other than insurance that is in excess of the insurance afforded by this Policy the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance

DECLARATIONS

	ITEM	1	Named Insured	filmir industries
	ITEM	2	Underlying Umbrella Policies	Stanguell (Staronce Co.
-	ІТЕМ	3	Underlying Umbrella Limits (Insuring Agreement II)	\$1.580,000.00 in tern exects of enderlying of \$500,000.50
	ITEM	4	Underlying Umbrella Aggrega (Insuring Agreement II)	tolimits,460.00 in term energy of underlying of \$163,010.00
	ITEM	5	Limit of Liability (Insuring Agreement II)	\$\$,000,000.cg
	ITEM	6	Aggregate Limit of Liability (Insuring Agreement II)	\$2,000,500.00
			2-255 u e	jaigg
Attache	d to and	form	ing part of No	INTERSTATE FIRE & CASUALTY COMPANY
Issued t	10L 0:	y 2 1	1, 1976	[] CHICAGO INSURANCE COMPANY
Effectiv	/e			Ву

NUCLEA _NERGY LIABILITY EXCLUSION EN , RSEMENT

(BROAD FORM)

It is agreed that the policy does not apply

- 1 Unde any Liability_Coverage to injury sickness disease death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is re quired to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- 2 Under any Medical Payments Coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- 3 Under any Liability Coverage to iniury sickness disease death or destruction resulting from the hazardous properties of nuclear material if
 - (a) the null lead of the sat any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged a dispersed therefrom
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (c) the injury sickness disease death or destruction arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use or any nuclear facility but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4 As used in this endorsement

hazardous properties includes radioactive toxic or explosive properties

nuclear material means source material special nuclear material or byproduct material

source material—special nuclear material—and—byproduct material—have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material

With respect to injury to or destruction of property the word injury or destruction includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy issued by the Company designated therein to which it is attached and takes effect as of the effective date of said policy

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

INTERSTATE FIRE & CASUALTY COMPANY CHICAGO INSURANCE COMPANY

IFC CIC 5 (7/71)

CONTAMINATION OR POLLUTION EXCLUSION ENDORSEMENT

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land to atmosphere or any watercourse or body of water but this exclusion does not apply if such discharge dispersal release or escape is adden and accidental

Attached to and forming part of No 2-255 U 030199	[] INTERSTATE FIRE & CASUALTY COMPANY
Issued toElixir industries	CHICAGO INSURANCE COMPANY
Effective July 28, 1976	By
IFC CIC 8 50(7/70)	•

ENDORSEMENT NO

NON-CONCURRENCY ENDORSEMENT

in consideration of the premium charged, it is agreed that the underlying aggregate limits where applicable shall be unimpaired at the attachment date of this policy.

	All other terms a diconditions remain unchanged.	
	Attached to and fo ming part of No 2-255 U 030199	☐ INTERSTATE FIRE & CASUALTY COMPANY
	•	CHICAGO INSURANCE COMPANY
•	Elixir industries	
	Eff :	By Jawa By
		•

ENDORSEMENT NO

PRODUCTS AND COMPLETED OPERATIONS HAZARD-FOLLOW FORM

It is agreed that except insofar as coverage is available to the insured in the underlying umbrella insurance as set forth in the Declarations, this policy shall not apply to the Hamed insured's Products and/or Completed Operations Hazard as defined in the policy

All other te ms a d conditions remain unchanged	☐ INTERSTATE FIRE & CASUALTY COMPANY
Attached to and fo m g part of No2=255_U_030199	CHICAGO INSURANCE COMPANY
hsued 1Elixir_industries	م و الله الله الله الله الله الله الله ال
EH 17 28, 1976	Ву

#C CIC 0

SPECIFIC PRODUCTS EXCLUSION

In consideration of the premium charged, it is agreed that this policy excludes coverage on the following products

GENERAL LEGER PRODUCTS CODES

CODE NUMBER	PRODUCTS	ESTIMATED SALES		
11	ALUNUM	29,400,000		
12	GALVANIZE	12,900,000		
15	HOUSES ID ING	1,500,000		

Attached to and forming part of 2-255 U 030199

issued to Elixir industries

Effective July 28, 1976

CHICAGO INSURANCE COMPANY

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

AMENDMENT - LIMITS OF LIABILITY

(SINGLE LIMIT)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

7/1/1975

CG 60 83 50

This endorsement effective

(12 01 A M standard time)

forms a part of policy No

Elixir Industries, Inc

issued to

Aetna Insurance Company

bν

SCHEDULE

COVERACES	LIMIT	S OF LIABILITY
BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	\$ 500	000 each occurrence
	\$ 500	000 aggregate

It is agreed that the provisions of the policy aptioned I IMITS OF LIABILITY relating to Bodily Injury Liability and Property Damage Liability air amended to read as follows

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (1) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies the company s liability is limited as follows

Bodily Injury Liability and Property Damage Inability

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurr ence is the total limit of the company's liability for all damages because of bodily injury or property damage as a result of any one occurrence provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Respon sibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law but the separate application of such limit shall not increase the total limit of the company's liability
- (b) Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is des cribed in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of the endorsement as aggregate
 - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which lia bility is assumed under any incidental contract relating to such premises or operations but ex cluding property damage included in subparagraph (2) below
 - (2) all property damage ursing out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named in sured, including any such property damage for which liability is assumed under any inci dental contract relating to such operations but this subparagraph (2) does not include property damase arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures
 - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the poducts hazad,
 - (4) all property damage for which liability is assumed under any contract to which the Contrac tual Liability Insurance applies

Such aggregate limit shall apply separately

- (1) to the property damage described in subparagraphs (1) and (2) and separately with re spect to each project away from premises owned by or rented to the named insured
- (11) to the sum of the damages for all bodily injury and property damage described in sub paragraph (3) and
- (111) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured
- (c) For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company



This endorsement forms a part	of the Policy	to which attached effective f	rom its date of issue unless otherwis	se stated herein
Insured Elixir Industries				
AETNA INSURANCE C	<u>-</u>			
AETNA FIRE UNDERW		RANCE COMPANY	☐ CEN	NTURY INDEMNITY COMPANY
Policy Number CG 60 83 50	End No	Date 7/1/1975		ctive on and after 12 00 Noon Standard Time 12 01 A M
ALWAYS REQUIRED	The informa	tion above is required only whe	n this endorsement is issued subsequ	ient to the effective date of the Policy
		ENDORSI	EMENT	

Composite Rate Endorsement

It is agreed that the First Paragraph of Condition (1) Premium is deleted from the Policy and the following substituted therefor

The Premium stated in the declaration of the Policy is an estimated Premium only Upon each anniversary of the Policy the Earned Premium shall be computed by applying a Rate of

85 per 100 of Payroll

If the Earned Premium thus computed exceeds the estimated Premium paid, the Named Insured shall pay the excess to the Company, if less, the Company shall return to the Named Insured the unearned portion paid by said Insured, subject to a minimum premium of

98,600

It is further agreed that a complete re-survey of exposures and revision of Rate may be made annually, or at any time at the request of the Carrier or the Insured, to reflect thereafter the effect of marked exposure changes which would not otherwise be fully reflected by the rating basis in effect

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No CG 60 83 50 to complete said policy ADDITIONAL DECLARATIONS	
ocation of all premises owned by rented to or controlled by the named insured (M M O O OWN MO 0	
interest of named insured in such premises c c wow	
Owner General Lessee Tenant X Other Various	
Part occupied by named insured (ow) Various	
The following discloses all hazards insured hereunder known to exist at the effective date of this policy unless otherwise stated herein	

SCHEDULE

	General Liabili	ty Hazards				
Description of Hazards	Code	Premium Bases		ites		Premiums
Description of nazarus	No	riemium bases	ВІ	PD	Bodily Injury	Property Damage
Premises Operations		1				
	/ \-		0-		00 (00	
Composite Rated	(c)]	1,600,000	85	Incl	98,600	Incl
					:	
)				1
		[
					1	
		İ	}			
		1	ļ			-
1			ļ		ļ	
					!	
]]
		(a) Area (Sq Ft) (b) Frontage	(a) Per 100 S	of Possession	<u> </u>	
		(a) Area (Sq Ft) (b) Frontage (c) Remuneration (d) Receipts (e) Units	(d) Per \$100 (e) Per Unit	ic Ft of Area ir Foot of Remuneration of Receipts		
Escalators (Number at Premises)		Number Insured		Landing		
Included in Composite Rate				1	Incl	Incl
-						
Independent Contractors		04	Por 61	00 of Cost		
		Cost	Per \$1	l	T	T
Included in Composite Rate		Į.	ļ		Incl	Incl
		1	ľ		}	
Completed Operations		(a) Receipts	(a) Per \$1	000 of Receipts		
Excluded					Not	Covere
Paradus As		(h) A-1	A) 5	1 000 04 5 1	 	
Products		(b) Sales	(D) Per \$	1 000 of Sales		
Excluded		1	1		Not	Covere
		1				
	· · · · · · · · · · · · · · · · · · ·	Total Ad	vance B 1 and	PD Premiums	\$ 98 600	\$ Tnol
	· · · · · · · · · · · · · · · · · · ·	Total Ad	vance B 1 and	i P D Premiums	\$ 98,600	\$ Inc

admissions means the total number of persons other than employees of the named insu en admitted to the premises whether on paid admission tickets complimentary tickets or passes

cost means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project including the cost of all labor materials and equipment furnished used or delivered for use in the execution of such work whether furnished by the owner contractor or subcontractor including all fees allowances bonuses or commissions made paid or due

receipts means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting broadcasting or motion pictures and includes taxes other than taxes which the named insured collects as a separate item and remits directly to a governmental division

remuneration means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company

sales means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation servicing or repair and includes taxes other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division

COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A bodily injury or

B property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of fitness or quality of the named insured s products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike
- (b) to bodily injury or property damage arising out of the ownership maintenance operation use loading or unloading of
 (1) any automobile or aircraft owned or operated by or rented or loaned to

(2) any other automobile or aircraft operated by any person in the course of his employment by any insured

but this exclusion does not apply to the parking of an automobile on premises owned by rented to or controlled by the named insured or the ways immediately adjoining if such automobile is not owned by or rented or loaned to any insured

- (c) to bodily injury or property damage arising out of (1) the ownership main tenance operation use loading or unloading of any mobile equipment while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured

(e) to bodily injury or property damage arising out of the ownership maintenance operation use loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any insured or
(2) any other watercraft operated by any person in the course of his em ployment by any insured but this exclusion does not apply to watercraft while ashore on premises owned by rented to or controlled by the named insured

- (f) to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudden and accidental
- (g) to bodily injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing with respect to
 (1) liability assumed by the insured under an incidental contract or
 (2) expenses for first aid under the Supplementary Payments provision

- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing distributing selling or serving alcoholic beverages or
 - (2) if not so engaged as an owner or lessor of premises used for such purposes

if such liability is imposed

- (i) by or because of the violation of any statute ordinance or regulation pertaining to the sale gift distribution or use of any alcoholic beverage or
- (ii) by reason of the selling serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury but this exclusion does not apply to liability assumed by the insured under an incidental contract

(k) to property damage to

to property damage to

(1) property owned or occupied by or rented to the insured

(2) property used by the insured or

(3) property in the care custody or control of the insured or as to which
the insured is for any purpose exercising physical control
but part (?) and (3) of his else control
but part (?) and (3) of his else control
but part (?) and (3) of his else control
but part (?) and (3) of his exclusion does not
apply with respect to property damage (other than to elevators) arising out of
the use of an elevator at premises owned by rented to or controlled by the
named insured

- (I) to property damage to premises alienated by the named insured arising out of such premises or any part thereof
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or
 (2) the failure of the named insured s products or work performed by or on behalf of the named insured to meet the level of performance quality fitness or durability warranted or represented by the named insured but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insureds products or work performed by or on behalf of tile

named insured after such products or work have been put to use by any person or organization other than an insured

(n) to property damage to the named insured s products arising out of such products or any part of such products

to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith

to damages claimed for the withdrawal inspection repair replacement or loss of use of the named insured s products or work completed by or for the named insured or of any property of which such products or work form a part if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein

to property damage included within

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol x

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u the symbol u

PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business
- (b) if the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- if the named insured is designated in the declarations as other than an in dividual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such
- any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration

(i) an employee of the named insured while operating any such equipment in

(i) an employee of the named insured while operating any such equipment in the course of his employment and
(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization provided that no person or organization shall be an insured under this para graph (e) with respect to
(1) bodily injury to any fellow employee of such person injured in the course of his employment or

of his employment or

(2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any person described in sub

paragraph (ii)

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage A—The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to each occurrence. Subject to the above provision respecting each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as aggregate.

products hazard shall not exceed the limit of bodily injury liability stated in the declarations as aggregate

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to each occurrence. Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as aggregate. aggregate

aggregate

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis including property damage for which liability is assumed under any in cidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage arising out of minter n e cr epair at p emises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures structures

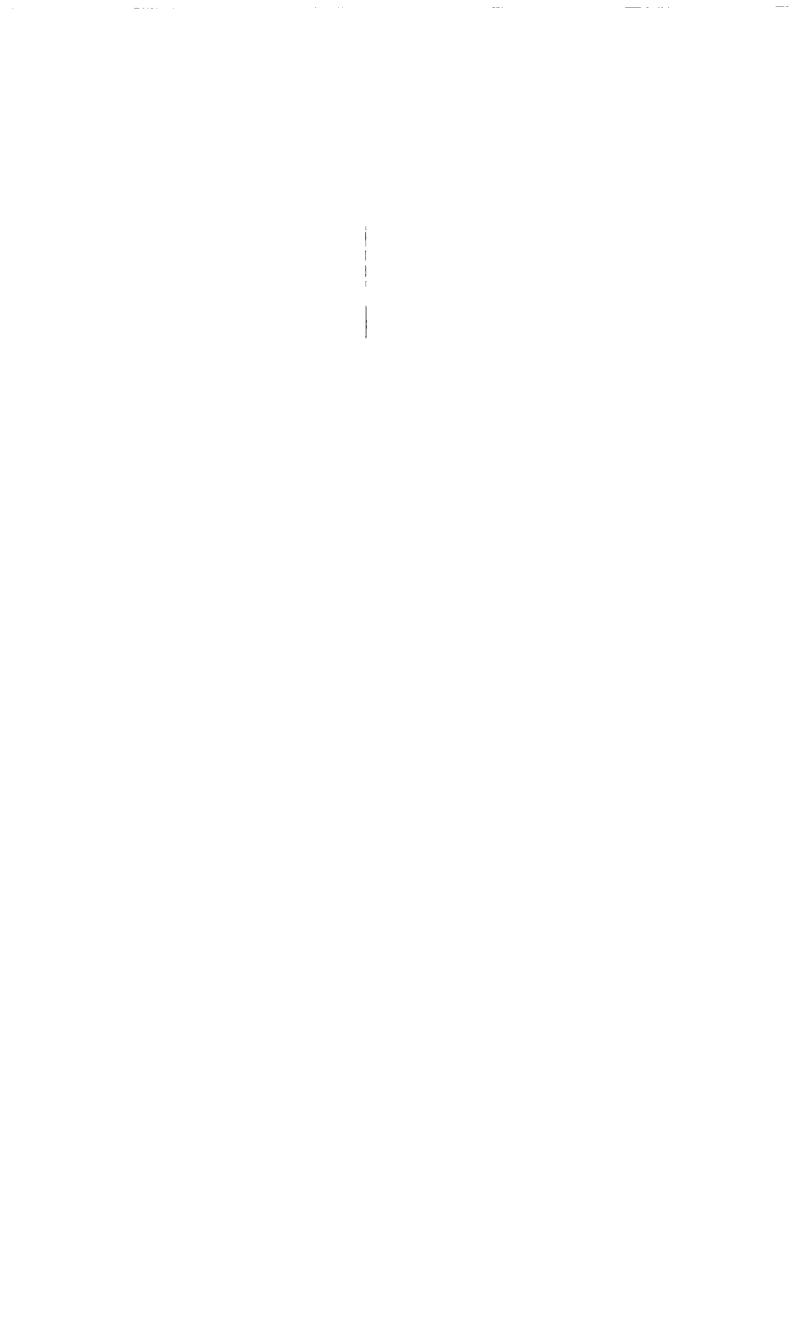
(3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) (2) and (3) above and under subparagraphs (1) and (2) separately with respect to each project away from premises owned by or rented to the named insured

Coverages A and B—For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory $% \left(1\right) =\left\{ 1\right\} =\left$



or attachment to Policy No __CC_60_83_50 ___ to complete said policy

SCHEDULE

Cover	age		Limits	of Liabil	ity			
P—Personal Injury Liability	99980	500	thousand dollars a	ggregate	Nıl	/ In	nsured s	Participation
The insurance afforded is only with response or charges	ect to personal injury arising out of an offense	included wit	hin such of the follow	ng groups	of offens	ses as	s are ınd	ıcated by
	Groups of Offenses					\neg	Advance	Premiums
A False Arrest Detention or Imprisonmen						-		Premiums
A False Arrest Detention or Imprisonmen B Libel Stander Defamation or Violation	t or Malicious Prosecution					\$	\$ Inc	
	it or Malicious Prosecution of Right of Privacy					\$	\$ Inc	luded
B Libel Slander Defamation or Violation	it or Malicious Prosecution of Right of Privacy asion of Right of Private Occupancy					\$	Inc Comp	luded in
B Libel Stander Defamation or Violation C Wrongful Entry or Eviction or Other Inv.	it or Malicious Prosecution of Right of Privacy asion of Right of Private Occupancy	eleted				\$	Inc Comp	luded in osite
B Libel Stander Defamation or Violation C Wrongful Entry or Eviction or Other Inv.	nt or Malicious Prosecution of Right of Privacy asion of Right of Private Occupancy t issue	eleted	[1	otal Advar	ice Premi	\$	S Inc Comp	luded in osite

COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called personal injury) sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured s business

- Group A-false arrest detention or imprisonment or malicious prosecution
- Group 8—the publication or utterance of a libel or slander or of other defama tory or disparaging material or a publication or utterance in violation of an individual's right of privacy except publications or utterances in the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured
- Group C—wrongful entry or eviction or other invasion of the right of private occupancy

if such offense is committed during the policy period within the United States of America its territories or possessions or Canada and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclus ons

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured
- (d) to personal injury arising out of any publication or utterance described in Group B if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise or its products or services made by or at the direction of any insured with knowledge of the falsity thereof

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual the person so designated and his spouse
- (b) if the named insured is designated in the declarations as a partnership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

III LIMITS OF LIABILITY INSURED S PARTICIPATION

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain personal injury or (3) claims made or suits brought on account of personal injury the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as aggregate

If a participation percentage is stated in the schedule for the insured the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured provided the company may pay the insured sportion of a loss to effect settlement of the loss and upon notification of the action taken the named insured shall promptly reimburse the company therefor

IV ADDITIONAL DEFINITION

. When used in reference to this insurance

damages means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies

SCHEDULE

Casualty Cover Policy No CG 60 33 50

having reference thereto		γ		HAUTE OF LIABILITY		
COVERAGES				LIMITS OF LIABILIT	Υ	
Contractual Bodily Injury Liability		\$ Per Tor	each occurre			
Contractual Property Damage Liability		\$	aggregate			
The following exclusions do not apply with respect to a	ny constru	uction agreement				
DESIGNATION OF CONTRACTS ON FILE OR KNOWN TO	CODE	PREMIUM BASES		TES	ADVANCE PREMIUM	
THE COMPANY			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
		(a) Cost (b) Sales	Per \$100 Per \$1 00	of Cost 10 of Sales		!
All Written Agreements	40003				Includ	ed in
				!	Composit	e Rate
finimum Premium B1 \$ PD \$		Total	Advance B I and	PD Premiums	Tncl	Incl
lot Subject to Short Rate Adjustment			·	Total A		\$ Incl.

The company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance—shall become legally obligated to pay as damages be rause of

bodily injury or property damage

to which this insurance applies caused by an occurrence except the liability of the indemntee resulting from his sole negligence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exercise the insured sights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) If the insured or his indemnitee is an architect engineer or surveyor to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee including
 - (1) the preparation or approval of maps plans opinions reports surveys designs or specifications and
 - (2) supervisory inspection or engineering services
 - to bodily injury or property damage due to war whether or not declared civil war rection rebellion or revolution or to any act or condition incident to any of the foregoing to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing distributing selling or serving alcoholic beverages or
 - (2) if not so engaged as an owner or lessor of premises used for such purposes if such liability is imposed
 - (i) by or because of the violation of any statute ordinance or regulation pertaining to the sale gift distribution or use of any alcoholic beverage or

- (ii) by reason of the selling serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person
- but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above
- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project
- (g) to property damage to
- (1) property owned or occupied by or rented to the insured
- (2) property used by the insured or
- (3) property in the care-custody or control of the insured or as to which the insured is for any purpose exercising physical control
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or
 - (2) the failure of the named insured s products or work performed by or on behalf of the named insured to meet the level of performance quality fitness or durability warranted or represented by the named insured

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured s products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured

- (j) to property damage to the named insured s products arising out of such products or any part of such products
- (k) to property damage to work performed by or on behalf of the named insured a ising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith

- 1) to damages claimed for the withdrawal inspection repair replacement or loss of se of the named insured s products or work completed by or for the named insured or I any property of which such products or work form a part if such products work or property re withdrawn from the market or from use because of any known or suspected defect or efficiency therein
- m) to bodily injury or property damage arising out of the ownership maintenance operation use loading or unloading of any mobile equipment while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity
- n) to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudden and accidental

Inless stated in the schedule as not applicable the following exclusions also apply to conractual liability assumed by the insured under any agreement relating to construction perations

This insurance does not apply

- to bodily injury or property damage arising out of construction maintenance or repair if watercraft or loading or unloading thereof
- p) to bodily injury or property damage arising out of operations within fifty feet of any ailroad property affecting any railroad bridge or trestle tracks road beds tunnel underpass or crossing
- (q) to bodily injury or property damage included within the completed operations nazard or the products hazard
- (r) to property damage included within
 - (1) the explosion hazard
 - (2) the collapse hazard or
 - (3) the underground property damage hazard

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below
(a) if the named insured is designated in the declarations as an individual, the person so

- designated and his spouse
 (b) if the named insured is designated in the declarations as a partnership or joint venture
- the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such

 (c) if the named insured is designated in the declarations as other than an individual.
- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organi ations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

CONTRACTUAL BODILY INJURY LIABILITY

The total liability of the company for all damages including damages for care and loss of

services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

CONTRACTUAL PROPERTY DAMAGE LIABILITY

The total liability of the company for all damages because of all property damage sus tained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence—the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the schedule as aggregate Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured

CONTRACTUAL BODILY INJURY AND PROPERTY DAMAGE LIABILITY

For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

contractual liability means liability expressly assumed under a written contract or agreement provided however that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured s products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner

suit includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent

When used as a premium basis

the word cost means the total cost of all work with respect to which cost is the basis of premium regardless of whether or not any liability is assumed by the insured it includes the cost of all labor materials and equipment furnished used or delivered for use in the execution of such work whether furnished by the insured or others including all fees allowances bonuses or commissions made paid or due it shall not include the cost of any operations to which exclusions (o) and (p) apply unless such exclusions are voided in the schedule

the word sales means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation servicing or repair and includes taxes other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division

VI ADDITIONAL CONDITION

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding

LIABILITY

G 209

L 9132 (Ed 11-69)

REAL PROPERTY - LIABILITY - FIRE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS LANDLCRDS AND TENANTS LIABILITY INSURANCE

STOREKEEPER S INSURANCE

This endorsement effective

7/1/1975

forms a part of policy No CG 60 83 50

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representative

Premium	Rate (per \$100 of Limit)	Limit of Liability		Description	n of Property
\$ Included	l in	\$ 150,000 each occurrence	All	Premises	Leased to

Composite Rate

the Named Insured

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement including fixtures permanently attached thereto if such property damage arises out of fire subject to the following additional provisions

- 1 With respect to the insurance provided by this endorsement all of the exclusions of the policy other than the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following
 - This insurance does not apply to liability assumed by the insured under any contract or agreement
- 2 The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy

[AUTHENTICE]

Advance Premium

For attachment to Policy No _ CG 60 83 50 to complete said policy

CUNE

Limits of Liability

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Incl		thousand dollars thousand dollars vance Premium	s each common cause s aggregate	X—Liquor Liability	· · · · · · · · · · · · · · · · · · ·
Incl		rance Premium			
Incl		rance Premium			Form numbers of endorsements attached at issu
,					
Advance Premium	Rate	Premium Basis	Code No	Description of Hazards	Designated Insured Premises
Liquor Liability					
Included in Composite Rate				Host Liquor Liability	Various
		Rece pts			

When used as a premium basis

receipts means gross amount of money charged by the named insured or by others during the policy period for the sale of all alcoholic beverages and of other beverages used in connection therewith including taxes except taxes which the named insured collects as a separate item and remits directly to a governmental division for which accurate records are maintained apart from other receipts

I COVERAGE X - LIQUOR LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to which this insurance applies sustained by any person if such liability is imposed upon the insured by reason of the selling serving or giving of any alcoholic beverage at or from the insured premises and the company shall have the right and duty to defend any suit against the insured seeking such damages even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Fxclusions

This insurance does not apply

- (a) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (b) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to in demnify another because of damages arising out of such injury

(c) to injury arising out of any alcoholic beverage sold served or given while any license therefor required by law is suspended or after such license expires is cancelled or revoked

Coverage

- (d) to bodily injury or property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto but this exclusion does not apply to bodily injury or property damage for which the insured or his indemnitee may be held liable if such liability is imposed
 - (1) by or because of the violation of any statute ordinance or regulation pertaining to the sale gift distribution or use of any alcoholic beverage or
 - (2) by reason of the selling serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

(a) If the named insured is designated in the declarations as an individual the person so designated and his spouse

миіси тиг інгінгінге прриез loss of support or loss of use of property which are payable because of injury to

(a) the premises designated in the schedule and insured premises means

- antance applicable to the loss use in manufacturing distributing selling serving or giving alcoholic beverages if (1) the named insured notifies the company within 30 days after such acquisition and (2) the named insured has no other valid and collectible in (p) sux premises which the named insured acquires during the policy period for
- amended to read as follows When used in reference to this insurance the Three Year Policy Condition is VI AMENDED CONDITION

Three Year Policy If this policy is issued for a period of three years

(b) The rates are subject to amendment for the second and third annual periods in (a) The policy period is comprised of three consecutive annual periods

(c) The aggregate limit of liability shall apply separately to each annual period scootdance with the company s rules and rating plans. Amended rates shall be accordance with the company s rules and rating plans $\,$

VII ADDITIONAL CONDITIONS

A Insured s Duties in the Event of Injury Claim or Suit

Suit Condition in accordance with the Insured's Dulies in the Event of Occurrence Claim or When an injury occurs written notice shall be given by or on behalf of the insured

panation of the limits of the policy The insurance afforded by this Part does not apply to any injury with respect to which insurance is otherwise afforded by or would be afforded but for the ex B Limitation of Coverage — Other Liability Insurance

> or member thereof but only with respect to his liability as such Joint venture the partnership or joint venture so designated and any partner (c) if the named insured is designated in the declarations as a partnership or

> of his duties as such dividual parinership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope (c) it the named insured is designated in the declarations as other than an in

> designated in this policy as a named insured hip or joint venture of which the insured is a partner or member and which is not This insurance does not apply to injury acising out of the conduct of any partner

III LIMITS OF LIABILITY

liability is limited as follows Regardless of the number of insureds under this insurance the companys

to any one person more persons as the result of the selling serving or giving of any alcoholic beverage The limit of liability of the company for all damages sustained by one or

IN POLICY PERIOD TERRITORY each insured premises The limit of liability stated in the schedule as aggregate is subject to the above some such common cause the total limit of the company s liability to subject to the above the total limit of the company s liability to subject to the above the limit of the subject to the above the limit of the subject to the above the subject to the above the subject to the subjec

V ADDITIONAL DEFINITIONS the policy territory This insurance applies only to injury which occurs during the policy period within

DITHEHTUA

of this policy) When used in reference to this insurance (including endorsements forming a part

damages means all damages including damages for death care loss of services

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

LIABILITY

G 106

L 9106 (Ed 10-66)

ADDITIONAL INSURED (Employees)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

STOREKEEPER S INSURANCE

This endorsement effective

7/1/1975

forms a part of policy No

CG 60 83 50

issued to

(12 01 A M standard time)

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representat ve

It is agreed that the Persons Insured provision is amended to include any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply

- 1 to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof
- 2 to property damage to property owned occupied or used by rented to in the care custody or control of or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof

AUTHENTIC

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

For attachment to Policy No CG 60 83 50 to complete said policy

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's lability against each such Coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

	ption of Hazards						Advance Premiums			
Owned Automobile							BI	PD		
Town or City and Stat in Which the Automot Will Be Principally Gara	e Year of Trace	de Name Bo	dy Type and Model Tru e Tank Gallonage Capa or Bus Seating Capaci	ck dentifica Seria ty Motor	ition Number Number Number	Purposes of Use	Incl	Incl		
2 Hired Automobiles Types Hired	— Premium Basis — Locations Where Will Be Princi		Purposes of Use	Estimated Cost of Hire	Rates Per \$10 Bi	O Cost of Hire	Incl	Incl		
	rsons—Name of Each		Persons and Class 2 E Location of Head Location of Head of Headquarters of Class	iquarters of Perso		Employee PD	Incl	Incl		
							Incl	Incl		

Rate

When used as a premium basis

Class 2 employees means all employees including officers of the named insured not included in Class 1 persons

cost of hire means the amount incurred for (a) the hire of automobiles including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100 and for (b) pick up transportation or delivery service of property or passengers other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of cost of hire shall be 5 / of the applicable hired automobile rates provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured

Class 1 persons means the following persons provided their usual duties in the business of the named insured include the use of non owned automobiles (a) all employees including officers of the named insured compensated for the use of such automobiles by salary commission terms of employment or specific operating allowance of any sort (b) all direct agents and representatives of the named insured

I COVERAGE C-BODILY INJURY LIABILITY

COVERAGE D-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

C bodily injury or

D property damage

to which this insurance applies caused by an occurrence and arising out of the ownership maintenance or use including loading and unloading of any automobile and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen s compensation law

(d) to property damage to

- (1) property owned or being transported by the insured or
- (2) property rented to or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control other than property damage to a residence or private garage by a private pas senger automobile covered by this insurance
- (e) to bodily injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing with respect to expenses for first aid under the Supplementary Payments
- (f) to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudden and accidental

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured
- (b) any partner or executive officer thereof but with respect to a non owned automobile only while such automobile is being used in the business of the named
- (c) any other person while using an owned automobile or a hired automobile with the permission of the named insured provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission but with respect to bodily injury or property damage arising out of the loading or unloading thereof such other person shall be an insured only if he is
 - (1) a lessee or borrower of the automobile or
 - (2) an employee of the named insured or of such lessee or borrower
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) (b) or (c) above

None of the following is an insured

- (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment
- (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile or any agent or employee of any such owner or lessee
- (iii) an executive officer with respect to an automobile owned by him or by a member of his household
- (iv) any person or organization other than the named insured with respect to
 - (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger auto mobile and not being used for business purposes with another type motor vehicle) or

- (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company
- (v) any person while employed in or otherwise engaged in duties in connection with an automobile business other than an automobile business operated by the named insured

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured or (2) if the named insured is a partnership an automobile owned by or registered in the name of a partner thereof

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or or ganizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies the company's liability is limited as follows

Coverage C—The limit of bodily injury liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages including damages for care and loss of services because of bodily injury sustained by one person as the result of any one occurrence but subject to the above provision respecting each person the total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to each occurrence

Coverage D — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to each occurrence

Coverages C and D—For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

automobile business means the business or occupation of selling repairing servicing storing or parking automobiles

hired automobile means an automobile not owned by the named insured which is used under contract in behalf of or loaned to the named insured provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile

non owned automobile means an automobile which is neither an owned automobile nor a hired automobile

owned automobile means an automobile owned by the named insured

private passenger automobile means a four wheel private passenger or station wagon type automobile

trailer includes semi trailer but does not include mobile equipment

VI ADDITIONAL CONDITIONS

A Excess Insurance—Hired and Non Owned Automobiles

With respect to a hired automobile or a non-owned automobile this insurance shall be excess insurance over any other valid and collectible insurance available to the insured

B Out of State Insurance

If under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law in lieu of the insurance otherwise provided by the policy but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy in no event shall any person be entitled to receive duplicate payments for the same elements of loss

CP 00 15 (Ed 1 74)

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

A 102 (Ed 1 74)

OVERAGE PART

or attachment to Policy No CG 60 83 50 to complete said policy

SCHEDULE

Designated Person Insured
Premium included in Composite Rate
rremium included in composite nate
Designation of Automobiles—Division 1
(1) 🔯 Any owned automobile
(2) Any hired automobile
(3) Any licensed owned private passenger automobile
(4) Any automobile described in the schedule and designated MP
(5) Any non owned automobile
(6) KX Any Leased Private Passenger Automobile

: COVERAGE F-AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year from the date of the accident

- to or for each person who sustains bodily injury caused by accident while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use Division 1
- Division 2 to or for each insured who sustains bodily injury caused by acci dent while occupying or while a pedestrian through being struck by a highway vehicle

Exclusions

This insurance does not apply

- (a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- (b) to bodily injury due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the
- (c) under Division 1 to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- (d) under Division 2 to **bodily injury** sustained while **occupying a highway vehicle** owned by any insured or furnished for the regular use of any insured by any person or organization other than the **named insured**

II PERSONS INSURED-DIVISION 2

Each of the following is an insured under this insurance to the extent set forth

- a) any person designated as insured in the schedule
- b) while residents of the same household as such designated person his spouse and the relatives of either

and if such designated person shall die any person who was an insured at the time of such death shall continue to be an insured

HI LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy (2) persons who sustain bodily injury (3) claims made or suits prought on account of bodily injury or (4) designated automobiles to which this policy applies the limit of liability for medical payments stated in the decla rations as applicable to each person is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident

When more than one medical payments coverage afforded by this policy applies of the loss the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance and when used in reference to this insurance (including endorsements forming a part of the policy)

designated automobile means an automobile designated in the schedule and includes

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when with drawn from normal use for servicing or repair or because of its breakdown loss or destruction and
- (b) a trailer designed for use with a private passenger automobile if not being used for business purposes with another type automobile and if not a home office store display or passenger trailer highway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public
- roads while not upon public roads
 (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

medical expense means expenses for necessary medical surgical x ray and dental services including prosthetic devices and necessary ambulance hospital professional nursing and funeral services

occupying means in or upon or entering into or alighting from

V POLICY PERIOD TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory

VI ADDITIONAL CONDITIONS

A Medical Reports Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim under oath if required and shall after each request from the company execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder of the company.

Excess Insurance

Except with espect to n owned automobile the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy

Non Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage

AUTHENTIC

UNINSURED MOTORISTS INSURANCE

For attachment to Policy No CG 60 83 50

o CG 60 83 50 to complete said policy

SCHEDULF

gnated insured
Premium included in Composite Rate
Description of Insured Highway Vehicles (Check appropriate box)
Any automobile owned by the named insured Any private passenger automobile owned by the named insured
Any highway vehicle to which are attached dealer's license plates issued to the named insured
Any highway vehicle designated in the declarations of the policy by the letters. UM and a highway vehicle ownership of which is acquired during the
policy period by the named insured as a replacement therefor
Any mobile equipment owned or leased by and registered in the name of the named insured

I COVERAGE U-UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the mount thereof shall be made by agreement between the insured or such representative id the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive as between the **insured** and the company of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company

Exclusions

This insurance does not apply

- (a) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured any designated in sured or any relative resident in the same household as the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of **bodily**injury to which this insurance applies sustained by an insured under (a) or (b)
 above

The insurance applies separately with respect to each insured except with respect to the limits of the company s liability

III LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy (2) persons who sustain bodily injury (3) claims made or suits brought on account of bodily injury or (4) highway vehicles to which this policy applies

- (a) The limit of liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and subject to the above provision respecting each person the limit of liability stated in the declarations as applicable to each accident' is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
 - (1) all sums paid on account of such bodily injury by or on behalf of
 - (i) the owner or operator of the uninsured highway vehicle and
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury

including all sums paid under the bodily injury liability coverage of the policy and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law disability benefits law or any similar law
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy

IV POLICY PERIOD TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

designated insured means an individual named in the schedule under Designated Insured

highway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads while not upon public roads
- (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

hit and run vehicle means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident provided

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the company within 30 days

thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable and setting forth the facts in support thereof and

(c) at the company's request the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident

insured highway vehicle means a highway vehicle

- (a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above when withdrawn from normal use because of its breakdown repair servicing loss or destruction
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household

but the term insured highway vehicle shall not include

- (i) a vehicle while used as a public or livery conveyance unless such use is specifically declared and described in this policy
- (ii) a vehicle while being used without the permission of the owner
- (iii) under subparagraphs (b) and (c) above a vehicle owned by the named insured any designated insured or any resident of the same household as the named or designated insured or
- (iv) under subparagraphs (b) and (c) above a vehicle furnished for the regular use of the named insured or any resident of the same household

occupying means in or upon or entering into or alighting from

state includes the District of Columbia a territory or possession of the United States and a province of Canada

uninsured highway vehicle means

- (a) a highway vehicle with respect to the ownership maintenance or use of which there is in at least the amounts specified by the financial respon sibility law of the state in which the insured highway vehicle is principally garaged no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent or
- (b) a hit and run vehicle

but the term uninsured highway vehicle shall not include

- (i) an insured highway vehicle
- (ii) a highway vehicle which is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law motor carrier law or any similar law
- (iii) a highway vehicle which is owned by the United States of America Canada a state a political subdivision of any such government or an agency of any of the foregoing

VI ADDITIONAL CONDITIONS

A Premium

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company if the earned premium thus computed exceeds the advance premium paid the named insured shall pay the excess to the company if less the company shall return to the named insured the unearned portion paid by such insured

B Proof of Claim Medical Reports

As soon as practicable the insured or other person making claim shall give to the company written proof of claim under oath if required including full particulars of the nature and extent of the injuries treatment and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same as often as may reason bly be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians se lected by the company when and as often as the company may reasonably require and he or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute

authorization to enable the company to obtain medical reports and copies of records

C Assistance and Cooperation of the Insured

After notice of claim under this insurance the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury and in any action against the company the company may require the insured to join such person or organization as a party defendant

D Notice of Legal Action

If before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded imme diately to the company by the insured or his legal representative

F Other Insurance

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance

Except as provided in the foregoing paragraph if the insured has other similar insurance available to him and applicable to the accident the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance

F Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured or do not agree as to the amount of payment which may be owing under this insurance then upon written demand of either the matter or matters upon which such person and the company do not agree shall be settled by arbitration which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance

G Trust Agreement

In the event of payment to any person under this insurance

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance.
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights
- (d) if requested in writing by the company such person shall take through any representative designated by the company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization such action to be taken in the name of such person in the event of a recovery the company shall be reimbursed out of such recovery for expenses costs and attorneys fees incurred by it in connection therewith
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision

H Payment of Loss by the Company

Any amount due hereunder is payable

- (a) to the insured or
- (b) if the insured be a minor to his parent or guardian or
- (c) If the insured be deceased to his surviving spouse otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents

provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof

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to complete said policy of the company's lability against each such coverages shall be as stated berein, subject to all the terms of this policy having reference thereto

	Coverages		4	Hazarda		Limits of Liability	Advance Premiums
	,		Garage operat Automobil		4		\$
	6-Bodily Injury T	iability ib?	Automobil	e Hazard 2		Per thousand dollars each person	\$
Garage	ļ		70	3		Form thousand dollars each occurrence	\$ Incl
Liability	1	N.	Garage operat Automobil	ions including • Hazard 1		No 2-650-341	\$
	H-Property Damage	Liability	Automobil	e Hazard 2		thousand dollars each occurrence subject to \$100 deductible as se	
	}					forth in Limits of Liability provision	
Expenses for	I—Automobile Medical	Payments		Premium Eate Percentage of	%	dollars each person	\$
Medical Services	1 & JAutomobile & Premises Medical Payments			Coverage & Premium	%	dollars each person	\$
	K 1—Fire and Explosion			Specific III	nit per loca	tion as stated in Item 3 subject to	\$ Incl
Garagekeepers	K2—Theft of the enti	ire autemab	ile ,	,	•	·	; Incl
Legal Liability	K-3 Riot and Vandalis	sitt i	-	Coverage K-3 — \$25 vandalism deductible			; Incl
	K-4 Collision or Upse	et , i		Cove	rage K-4	\$ 250 deductible—Limit of liability	\$ Incl
form numbers of a	idatsements attached at		4	inclu Inclu	dea \$5000 li	ipit for lass to property other than automobiles	
	6 7 1	5 (ed 6 (·e 13 45	to the time			\$
_			5 4 A	. 1		♦ Dr Tetal Advance Premit	m, \$ Incl i

Item 2. (a) All automobiles owned by the named insured are used principally in garage operations of the named insured except automobiles (1) assigned to the named insured a partner therein or a member thereof or an executive officer thereof, or if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below

Of Antemabiles owned by the samed issured are furnished to the following persons or organizations for their regular use for other business purposes of for non-business purposes (do not light the samed issured spynpartner, member executive officer or if a resident of the same heigebold, the spouse of any of them unless more than one saturable is furnished concurrently to such person and then show only the gumpler of automobiles so furnished in excess of one)

Itam 1. The following are the addresses of all primities where the samed insured conducts garage eparatiess, (if more than two see Schedule attached)

	- The same of the		Garage Liability	· · · · · · · · · · · · · · · · · · ·	
Loc.	Address,	. 11.	Promium Basit	Rates Coverage G Coverage H	Advance Premius
	(Show main sales location, if any-map location H	10 TL	Class Remuneration	Per \$100 of Remuneration	Coverage 6 Coverage H
[1]	All Locations	ν	A	\$ \$	s Incl s Incl
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xx	1 5 EUL 31- U	3 3	30		
1	on 6 the am		A PAGE MAIN	\$ \$	\$ \$
Les	Garagakospera' Legal, Liebillit			i Malman	Premiums 2
Nr.	Maximum No of Customers' Automobiles Stared		f Liability The /	Coverage B Coverage H	Coverage Coverage &
	All focations		2 sallog dollars	Incl. : Incl	\$ Incl \$ Incl
2		O t	nousand dollars	†Per Au	tomobile ,
Wher	used as a premium basis		, th	, ,	

When used as a premium basis

remanaration means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named lasured subject to an average weekly maximum of \$100 and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2):

Class A means all clearcal office employees

Class B means all proprietors and officers active in the business and inactive proprietors or officer (other than an inactive proprietor or officer) who customarily drive an automabile owned by the named lasured, and all salesmen general managers service managers and chauffeurs

Class C means all other employees

GARAGE LIABILITY

COVERAGE 6-BODILY INJURY LIABILITY COVERAGE H-PROPERTY DAMAGE LIABILITY The company will pay on behalf of the issured all stims which the issured shall become legally obligated to pay as damages because of

become legally obligated to pay as damages because of

G beally lejury or H property damage
to which this insurance applies caused by an eccurrence and arising out of garage operations including only the antamebile hazard for which insurance is afforded as indicated in
the schedule, and the company shall have the right and duty to defend any suit against the
the allegations of the suit are groundless false or fraudulent and may make such investiga
tion and settlement of any claim or suit as it deems expedient but the company shall not
be obligated to pay any claim or judgment or to defend any suit after the applicable limit
of the company's liability has been exhausted by payment of judgments or settlements
Freitnesse.

be obligated to pay any claim or judgment or to defend any aust after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements. This insurance does not apply under the Garage Liability Coverages

All the liability assumed by the lasswad under any contract or agreement except an incidental centract, but this exclusion does not apply to a warranty of fitness of quality of the assed lasswad will be done if a workmanlike brancher in the assed lasswad will be done if a workmanlike brancher in the assed lasswad will be done if a workmanlike brancher in the assed lasswad but this exclusion does not apply to an exclusion operation, use loading or unloading of any exclusion does not apply to an exclusion operation, are loading or unloading of any exclusion does not apply to an exclusion of any expensive which the assed lasswad owns gents or controls only in part unless the sawed lasswad owns gents or controls only in part unless the sawed lasswad owns gents or controls only in part unless the sawed lasswad or any expensive the course of the sake any workmen as compensation or disability benefits any or under any similar law?

(d) to bodily lajary to any employee of the isaswad answing out of and in the course of donestic employment by the isaswad unless benefits therefor are in whole or in part either payable or required to be provided under any workmens a compensation law of a sub-life of the provided under any workmens a compensation law of a sub-life operation use loading or unloading of day?

(2) isolity assumed by the isaswad under an incidental contract

(b) be doily lajary or property damage arising out of this ownership maintenance operation use loading or unloading of day?

(1) while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or an arrived to the sawed issumed for livery conveyance or for carrying property for a charge

(3) watercraft owned or operate

(4) aircraft
(f) to hadily lajury or property damage brising out of and occurring in the course of structural afterations new construction or demolition operations performed for the samed issured by independent contractors of acts or omissions of the samed issured in connection with his general supervision of any such operations; but this exclusion do not apply to operations of which the company had written notice within.

(1) property owned by rented to or held for sale by the insured or
(2) property in the care, custody or control of or being transported by the lasured or property as to which the insured is for any purpose exercising physical control but part (2) of this exclusion does not apply to preperty demage arising out of the ownership maintenance or use at the premises of any astemabile servicing hoist designed to raise the entire automabile or to such insurance as is afforded for the use of elevators at the premises.

or elevators at the premises (h) to preparty damage to premises alienated by the named insured arising out of such premises or any part thereof

(h) to preperty damage to pramises alienated by the named insured arising out of such premises or any part thereof

destroyed resulting from

(1) a delay nor lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured a products or work performed by or on behalf of the named insured of the named insured of the named insured of the named insured of the named insured but this nactural or capresented by the named insured that this nactural or capresented by the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured in the named insured or work have been put to fuse? By app person or organization where that an insured results from a condition existing in such product or any part thereof at the named insured results from a condition existing in such product or any part thereof at the named insured or the named insured or the named insured or of the named insured or of the named insured or of the named insured or or of the named insured or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured or or of the named insured in the original or the original or the named insured or or original named or original or the original original or the named insured or or original named or original or original or original or original

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above; to badily lajury or preparty damage arising out of the discharge dispersal release or escape of smoke, vapors soot, fumes acids, alkalis toxic chemicals liquids or gaines, waste materials or other initiants contaminants or politants into or upon land the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge dispersal release or escape is sudden and secidental EXPLICE FOR MEDICAL EXPLICE.

COVERAGE 1—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE 1—PREMISES MEDICAL PAYMENTS



I to or for each person who sustains healily lajury, caused by accident, while scrapying any antennellie which is being used by any person who is an inserved under the healily player liability overage with respect to such use,

J to or for each person who sustains healily injury caused by accident, and arising out of the ownership maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto.

Exclusions

This incurrence for the person who sustains healily injury.

Exclusions

This insurance does not apply
(a) under the Automobile Medical Payments Coverage to badily lajary sustained by any
employee of an insured under the badily lajary liability insurance arising out of and
in the course of his employment by such insured;
(b) under the Premises Medical Payments Coverage to badily lajary sustained by
(1) any person while accepting or through being struck by an automobile away from
the premises
(2) any person practicing instructing or participating in any physical training sport
athletic activity or contest
(3) the named insured or any partner therein or member thereof or any employee
of the named insured arising out of and in the course of his employment by the
named insured;

contents and susered or any partner therein or member thereof or any employee of the named issured or any partner therein or member thereof or any employee of the named issured or any partner therein or member thereof or any employee of the named issured;

(a) any person while engaged in maintenance alteration demolition or new construct ton operations for the passed issured of for any lessor of the sprealises;

(b) any person while engaged in maintenance operation, use loading or unloading of any escalator at premises would rented or controlled by the named issured; but this exclusion (c) (1) does not apply to an escalator at premises which the named issured over controls the escalator (c) indeed the scalator (c) and the scalator (c) indeed the scalator (c) indeed the scalator (c) indeed the scalator (c) at the sc

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of any one of them if a resident of the same household,

(ii) an employee of the samed issured or his apouse if a resident of the same household unless the autsmobile or other property is in the custody of the aamed issured of or which a specific pecuniary charge has been made or common the custody of the samed issured for which a specific pecuniary charge has been made or common to the use of any several or criminal act by the samed issured a pertner therein a member thereof or employee trustee or authorized representative thereof whether working or otherwise and whether acting alone or in collusion with others

(3) to less arising out of the use of any slevetter or any subsmobile servicing hoist designed to raise an entire automabile;

(a) to less arising out of the use of any slevetter or any subsmobile servicing hoist designed to raise an entire automabile;

(b) to less attended to which less arises;

(c) to an automabile or other property while the automabile is being used in any presurranged or organized scaling, speed or demolition contest or is any-stunting activity or in practice or preparation for any such contest or activity.

(c) to less due to war whether or not declared, civil war insurrection, rebellion or revolution or to say act or condition incident to any of the foregology.

(d) to less due to radioactive contamination;

(ii) with respect to Coverages (-) and (-3, to damages for loss of use of an automabile of the following is an issumed under this insurance to the extent set forth below

A Under the Garage Bodily injury and Property Damage Liability Coverages;

(1) the named issumed; is designated in the declarations as an individual the person to designated but only with respect to the conduct of a business of which ho is the sole proprietor and the spouse of the named issumed with respect to the automabile surred;

(a) any person or organization having a financial interest in the garage operations or the named issumed is designated in the declarations as a partnership or joint venture an

(b) possession of which has been transferred to another by the named lasared pursuant to an agreement of safe;
(vi) any pattern, momber or employee of the named hasared or the spouse of such person, with respect to preparty damage to property owned by rented to or held for safe by the samed lasared, or property in the care custody or control of or transported by the maned lasared.

In insurance does not apply to badily lighty or preparty damage arrang out of the conduct of any partnership or joint venture of which the issured is a partner or member and which is not designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named lasared is the partner on designated but only with respect to the conduct of such automatics.

(c) If the named lasared is designated in the declarations as a natmership or joint venture any partner or member thereof but only with respect to the conduct of such automatics.

(c) If the named lasared is designated in the declarations are apartnership or joint venture any partner or member thereof but only with respect to his inability as such VILINITS of UABILITY

Repartless of the number of (1) hastwards under this policy (2) persons or organizations who surtain healty lighty preparty damage or less or (4) antenebiles to which this policy applies, the company's liability is limited as follows.

Everwage 8—The limit of leafly hismy liability stated in the schedule as applicable on each partner is the summary of the

When used in requested to this measure to the land equipment capable of moving under its own power equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definition Section automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule

Astanobile Hazard in the schedule

Astanobile Hazard in the schedule

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Is afforded as indicated in the schedule

Automobile Hazard 1

(1) the ownership maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations and (2) the occasional use for other business purposes and the use for non business purposes of any automobile owned by or in charge of the named insured and used principally in garage operations, and (3) the ownership maintenance or use of any automobile owned by the named insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named insured, a partner therein or a member thereof or a member of the same household as any such person.

garage means an automobile sales agency repair thop service station, storage garage or public parking place;

"garage operations" means the ownership maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto lass" means direct and accidental loss of or damage to property which occurs diring the policy period;

"mastical agreeme" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance hospital professional nursing and funeral services

during the policy period;
"medical expense" means expenses for necessary medical, surgical, x-ray and dental
sarricas, including prosthetic devices, and necessary ambulance hospital professional
nursing and funeral services
"necesspring" means for upon or entering into or alighting from;
premises "means premises where the named insured conducts garage operations, and in
clodes the ways immediately adjoining but does not include any portion of such premises
upon which business operations are conducted by any other person or organization
"trailer" includes semi trailer
If adultional Compitions
Lightitudes of Coverage Under Any Other Liability Insurance Part
The insurance afforded under any other liability insurance made a part-of this policy
does not apply to garage operations, including the automabile bazard, for which
insurance is afforded herein
that of State insurance

insurance is afforded herein

Out of State Jasurance

If under the provisions of the motor vehicle financial responsibility law or the motor

vehicle compulsory insurance can or any similar law of any state or province a

non-esident is required to maintain insurance with respect to the operation or use

of a motor vehicle in such state or province and such insurance requirements are

greater then the insurance provided by the policy the limits of the company's

liability and kinds of coverage afforded by the policy shall be as set forth in such

law in lieu of the insurance otherwise provided by the policy but only to the extent

required by such law and only with respect to the operation or use of a motor vehicle

in such state or province provided that the insurance under this provision shall be

or any other motor vehicle insurance policy in no event shall any person be entitled

to receive duplicate payments for the same elements of loss

Insured's Option in the Event of Loss

The insured's duties in event of loss under the Garagekeepers Legal Liability Cover shall be as provided in the Condition with respect to an eccurrence claim or suit the event of theft or larceny the insured shall also promptly notify the police

(ii) a partner member or employee of the samed lassred or of such borrower;
(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the samed lassred under (a) above the following is an lassred, any person while engaged in the business of his employer with respect to badily is any person while engaged in the business of his employer with respect to badily is any person or organization, other than the samed lassred or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent of the contractors for the named issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization, other than the samed issured, with respect to any person or organization or by a member (other than the samed issured).

In the event of theft or larceny the insured shall also promptly notify the poince medical reports. Prost and Payment of Claim—Coverages I and J As soon as practicative the insured claim—Coverages I and J As soon as practicative the injured person or company as a series and copies of records. The injured person shall submit to physical examination to enable the company may pay the injured person or organization to enable the company may pay the injured person or organization to enable the company may pay the injured person or organization to enable the company may pay the injured person or organization to enable the company may pay the injured person or organization

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)

(Ed 8 74)

For attachment to Policy No CG 60 83 50 _ to complete said policy SCHEDULE

PHF Item 1 The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and under each such Coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having eference thereto.

		OOVERE	,	LIMIT OF LIABILITY — Each covered automobile					
	COVERAGES	COVERED	INFACTION CA	ASH VALUE (ACV)	IF STATE	D AMOUNT	OTHERWISE Enter S	ADVANCE	
	!	AUTOMOBII		nter	AMOUNT A-	iter	meaning as separatel	y PREMIUM	
	·		ACY I	SUM DEDOCTORE	SPer Sal	hedule on	stated in PHF Item 2(c)	 	
0 —	- COMPREHENSIVE		ĀCV					6Tm = 3 = 3 = 3	
		 	ACV S	2,000	\$ wit	t is Compan	¥	\$Included in	
_		 -	-		<u> </u>			Composite	
Р	- COLLISION	 		; 		hedule on		_ Rate	
			ACV	2,000	wi:	th Compan	ý <u> </u>	_ \$	
Q	FIRE LIGHTNING OR				\$				
	TRANSPORTATION	-			(s	-[վ\$	
					\$	 		<u> </u>	
R ~	THEFT				 -	-		٦,	
	HILIOTODIA HAU				1	- 	 	\$	
	WINDSTORM HAIL				<u> </u>	4		_	
EARI	THOUAKE OR EXPLOSION				\$			\$	
т	COMBINED ADDITIONAL				\$	1	L		
1	COMIDINED ADDITIONAL				<u> </u>	1		\$	
٧	TOWING (Not available								
	alifornia)			\$2	5 for each di	sablement		s	
	n numbers of endorsemen	ts attached at issi			··- ··	·		<u> </u>	
		ts attached at 1331	••				Total Advance Premiu		
							Total Advance Premiu	m\$ Incl	
		IVIAX	imum Limit of Liability	All	covered autor	nahiles	Records to be	submitted	
	Any one covered automobi	le	All covered auto	ımobiles	at any one loc			Semi	
	s 60,000		\$ 3,000,	000	ş ————	 ∥	Monthly 🔲 Qu	arterly X Anni ally	
	item 2 Covered Automob				•	"	monthly — Qu	arterly — Annitally	
(a)	Description Purposes of	Use (P & B = Plea	sure and Business C =	Commercial)					
Auto	Year Model Trade Name	Body Type—C	apacity (Truck Load Galle Serial (S) Motor (M) No	nage Bus Seating	() Identification	(I) Pr	incipally Garaged In (Town State)	Purpose Class of Use f cat on	
	mout		Serial (2) Motor (M) No	Cylinders (No.)	Model		(10Wn State)	Of Use Tractor	
1									
2									
3									
4									
5									
6									
7									
(b)	Facts Respecting Purchas	se T							
Auto	List Ac	tual	Purchased	R	ating Any rmbol	loss under Cove	rages other than Towing amed insured and the Los	is payable as interest may	
<u> </u>	Price C	Gost	Mo & Yr — New (N) Uses	(0) 5)	md01	מאחבשו נה נווה ווו	men manien and the ros	a rayee named below	
1									
2									
3								1	
4									
5	l								
6									
6 7									
7	Limit of Liability (if not	stated in PHF Iter	m 1) Net Rates Advan	ce Premium					
7				ce Premium					
7	LIMIT OF LIAE	stated in PHF Iter BILITY—Each cove in (a) above and (red automobile	ce Premium					
7	LIMIT OF LIAE described i	BILITY—Each cove in (a) above and (red automobile	ce Premium	Net Rates		Coverages		

	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for								
Auto	Coverages oth	er than Collision		Collision					
	En	ter		Enter					
	Amount or ACV	and Deductible	ACV	and Deductible					
1	\$	\$	ACV	\$					
2	\$	\$	ACV	\$					
3	\$	\$	ACV	\$					
4	\$	\$	ACV	\$					
5	\$	\$	ACV	 \$					
6	\$	\$	ACV	\$					
7	\$	\$	ACV	\$					

Net Rates	Coverages
	0 — Comprehensive
XXX	P — Collision
_	Q — Fire Lightning or Transportation
	R — Theft
	S — Windstorm Hail Earthquake or Explosion
	T — Combined Additional
XXX	V — Towing

	ADVANCE PREMIUM									
Auto	Coverage O	Coverage P	Octoberage Q	Coverage Name of	er Coverage S	Coverage T	Coverage V			
1	\$	\$	とのでは	340 mm 2	Salara - the	をかれて、日本語				
~ 24	3 5 4 6 6	學念. 承認和		7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8						
*	《大學》	***					and advantage of parties of			
4					The second second					
	Harry SEC	50分配的 图像					te la la la la la la la la la la la la la			
£6-6	Brigar As	で、み、て、海峡								
~`F_	2 mm m 0 m	3 , 7 7		THE REAL PROPERTY.			第一个对于			
Totals	S	3 * / 藻	は がんがぬ	格 2条公司法院	Starting Comments	16年李章 C. V.	ANT TO THE			

PHF item 3 Except with respect to bailment lease conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of every covered automobile designated in PHF Item 1 as covered under this insurance unless otherwise stated herein

PHF Item 4 Explanation of entries in PHF Item 1 for designating the covered automobiles to which this insurance applies under each Coverage afforded

- 1 = all covered automobiles
- 3 = all covered automobiles of the private passenger type
- 2 = all registered covered automobiles 4 = all covered automobiles of the commercial type
- 5 = the covered automobiles described in PHF Item 2 (including newly acquired vehicles subject to the provisions of paragraph (b) of the covered automobile definition)

When so entered in addition to numerals 1 2 3 or 4

6 = excluding vehicles leased to the named insured

1 COVERAGE AGREEMENTS

The company will pay for loss to covered automobiles under COVERAGE O COMPREHENSIVE—from any cause except collision but for the pur pose of this coverage breakage of glass and loss caused by missiles failing objects fire theft or larceny windstorm hall earthquake explosion riot or civil commotion malicious mischief or vandalism water flood or colliding with a bird or animal shall not be deemed loss caused by collision

- or animal shall not be deemed loss caused by collision

 COVERAGE P COLLISION caused by collision

 COVERAGE Q FIRE LIGHTNING OR TRANSPORTATION caused by

 (a) fire or lightning

 (b) smoke or smudge due to a sudden unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located or

 (c) the stranding sinking burning collision or derailment of any conveyance in or upon which the covered automobile is being transported

 COVERAGE R THEFT caused by theft or larceny

 COVERAGE S WINDSTORM HAIL EARTHQUAKE OR EXPLOSION caused by wind storm hail earthquake or explosion

 COVERAGE T COMBINED ADDITIONAL caused by

 (a) windstorm hail earthquake or explosion

 (b) riot or civil commotion

 (c) the forced landing or falling of any aircraft or its parts or equipment

 (d) malicious mischief or vandalism

 (e) flood or rising waters or

 (f) external discharge or leakage of water

 provided that with respect to each covered automobile

provided that with respect to each covered automobile

(I) under the comprehensive coverage (except as to loss from any of the causes described in the Fire Lightning or Transportation coverage) and under the Collision coverage such payment shall be only for the amount of each loss in excess of the deductible amount if any stated in the schedule as applicable thereto

thereto
(ii) under the Combined Additional coverage \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism

The company will pay under
COVERAGE V TOWING — for towing and labor costs necessitated by the disablement of covered automobiles provided the labor is performed at the place of disablement

3 SUPPLEMENTARY PAYMENTS

3 SUPPLEMENTARY PAYMENTS
In addition to the applicable limits of liability the company will
(a) with respect to such transportation insurance as is afforded herein pay general average and salvage charges for which the named insured becomes legally liable
(b) reimburse the named insured in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not at time of theft being held for sale by an automobile dealer) for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been reported to the company and the police and terminating regardless of expiration of the policy period when such covered automobile is returned to use or the company pays for the loss but as to any one such theft such reimbursement shall not exceed \$10 for any one day nor \$300 total

4 Such insurance as is afforded under each coverage applies separately to each covered automobile and a land motor vehicle and one or more trailers or semitrailers

ered automobile and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate covered automobiles as respects limits of liability and any deductible provisions applicable thereto

This insurance does not apply
(a) to any covered automobile while used as a public or livery conveyance unless such use is specifically declared and described in the schedule

(b) to damage which is due and confined to
(i) wear and tear or
(ii) freezing or
(iii) mechanical or electrical breakdown or failure

unless such damage is the result of other loss covered by this insurance

(c) to tires unless

(1) loss be coincident with and from the same cause as other loss covered by this (i) loss be commoder with and the loss insurance or (ii) damaged by fire by malicious mischief or vandalism or stolen and as to the covered automobile loss caused by such damage or theft is covered by this insurance

(d) to loss due to

(i) war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing

(ii) radioactive contamination

e) to loss to

(i) any device or instrument designed for the recording reproduction or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile
(ii) any tape were record disc or other medium for use with any device or instrument designed for the recording reproduction or recording and reproduction of sound

of sound

(f) to loss to a camper body designed for use with a covered automobile and not designated in the schedule and for which no premium has been charged if such camper body was owned at the inception of the policy period or the inception of any renewal or extension period thereof

(g) under the Comprehensive and Theft coverages to loss or damage due to conversion embezzlement or secretion by any person in possession of a covered automobile under a bailment lease conditional sale purchase agreement mortgage or other

prance the Collision coverage to breakage of glass if insurance with respect to such breakage is otherwise afforded herein
(i) unde the Windstorm Hail Earthquake or Explosion and Combined Additional cov

erages to loss resulting from rain snow or sleet whether or not wind driven

II LIMIT OF LIABILITY

The limit of the company's liability for loss to any one covered automobile shall not exceed the least of the following amounts

(a) the actual cash value of such covered automobile or if the less i to a part thereof the actual cash value of such pat at time of loss or

(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality with deduction for depreciation or

(c) the limit of liability stated in the schedule as applicable to each covered automobile under the coverage afforded for the loss to such covered automobile provided that if such limit of liability is expressed as a stated amount it snall with respect to a covered automobile newly acquired during the policy period and not described in the schedule be deemed as having been replaced

by actual cash value and subject to the above provisions shall not in any event exceed the amount if any stated in the schedule as the maximum limit of liability applicable to any one covered automobile

2 The total limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed

(a) as to all covered automobiles at any one location the amount if any stated in the schedule as the maximum limit of liability applicable thereto subject to the above provisions respecting any one covered automobile

(b) as to all covered automobiles the amount if any stated in the schedule as the maximum limit of liability applicable thereto subject to the above provisions respecting (i) any one covered automobile and (ii) any one location

III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or posses sions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters collision means (i) collision of a covered automobile with another object or with a vehicle to which it is attached or (ii) upset of such covered automobile

commercial type means

commercial type means

(i) a land motor vehicle of the truck pick-up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or (ii) an altered private passenger type vehicle used for retail or wholesale delivery covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

(a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is

(i) owned by the named insured or

(ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or

(b) if not so designated such vehicle is newly acquired by the named insured during

(i) the named insured notifies the company within 30 days following such delivery

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorsement forming a part of the policy loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passen ger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named in sured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and business use

CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

Named Insured's Duties in Event of Loss

In the event of loss the named insured shall

(a) protect the covered automobile whether or not this insurance applies to the loss protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police file with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under nath

amination under oath

amination under oath cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named in sured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make any payment assume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

Payment for Loss

With respect to any loss covered by this insurance the company may pay for said loss in money, or may

(a) repair or replace the damaged or stolen property or
(b) return at its expense any stolen property to the named insured with payment for
any resultant damage thereto at any time before the loss is so paid or the property is so replaced or

take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

Appraisai

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss in such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any or its rights by any act relating

The c mpany shall not be held to have waived any or its rights by any act relating to appraisal

Action Against Company

No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in

Other Insurance

If the named trisured has other insurance against a loss covered by this insurance the company shell not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss provided however with respect to any covered automobile newly acquired during the policy period and not described in the schedule this insurance shall not apply to any loss against which the named insured has other valid and collectible insurance.

No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire

Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes



This endorsement forms a pai	rt of the Policy	to which attached effective from its da	ate of issue unless otherwise stated herein
Insured			
Elixir Industries	s. Inc.		
AETNA INSURANCE	COMPANY		
🖺 AETNA FIRE UNDERV	WRITERS INS	URANCE COMPANY	CENTURY INDEMNITY COMPANY
Policy Number CG 60 83 50 ALWAYS REQUIRED	End No	Date	Effective on and after 🔲 12-00 Noor
	L	7/1/1975	Standard Time 🔲 12 01 A M
	The information above is required only when this endorsement is issued subsequent to the effective date of the Policy		

Indorsements and Additional Coverage Parts

A304a, 2-610-437, A308, L9106, 2-610-373a, A308, L9106, Composite Rate Endorsement, 2-610-373a, 2-610-356b, 2-610-427a, 2-040-206, L9488, 2-610-312, 040-387, 2-040-202, L9187, AL9623, AL9624, L9132, 2-650-346, L9487, L9492, L9288, 2-650-541, A207, GU9228, 158K, L9141, A465, A208, A204, A297, 600-71, 610-525, 158M, 158L, A925, TX03-18, 2-610-437, AL8832, A290, 2-610-359a, 610-433, 610-531, 610-556, A298, 2-610-491, 610-571, R4413, 2-600-211, 610-549, AL8856c, A202, A477, 2-610-470, L6312a, L6950D, L9246, L6126, GU6870E, A400, L9109, 600-84b, A4204b, 610-565, A303, 2-610-483

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

F rm 2 040 206 Ed July 69 Printed in U.S.A.

Authorized Agent



This endorsement forms a pai	rt of the Policy	to which attached effective from its da	ate of issue unless otherwise stated herein
Insured			
Elixir Industries	Inc		
AETNA INSURANCE	COMPANY		
AETNA FIRE UNDERV	VRITERS INS	URANCE COMPANY	CENTURY INDEMNITY COMPANY
Policy Number	End No	Date	Effective on and after [] 12 00 Noon
CG 60 83 50	1	7/1/1975	Standard Time 🔲 12:01 A M
ALWAYS REQUIRED	The information above is required only when this endorsement is issued subsequent to the effective date of the Policy		

It is agreed that the Limits of Liability for Uninsured Motorists Insurance are as follows

	State	<u>L</u>	<u>ımıts</u>	Coverage
1	Alabama	10,000	Each Person Each Accident	Bodily Injury
2	Arizona	10,000	Each Person Each Accident	Bodily Injury
3	California	15,000 30,000	Each Person Each Accident	Bodily Injury
4	Colorado	15,000 30,000	Each Person Each Accident	Bodily Injury
5	Florida	15,000 30,000	Each Person Each Accident	Bodily Injury
6	Idaho	10,000	Each Person Each Accident	Bodily Injury
7	Indiana	15,000 30,000	Each Person Each Accident	Bodily Injury
8	Kansas	15,000 30,000	Each Person Each Accident	Bodily Injury
9	Minnesota	25,000 50,000	Tach Person Each Accident	Bodily Injury
10	North Carolina	15,000 30,000	Each Person Each Accident	Bodily Injury
11	Oregon	5,000 10,000 20,000	Each Accident Each Person Each Accident	- Property Damage Bodily Injury
12	Pennsylvania	10,000	Each Person Each Accident	Bodily Injury
13	Texas	•	Each Person Each Accident	Bodily Injury
14	Washington	15,000 30,000	Cach Person Lach Accident	Bodily I nj ury
15	Wisconsin	15,000 30,000	Fach Person racn Accident	Bodily Injury

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company



This endorsement forms a part	t of the Policy	to which attached effective from its da	ate of issue unless otherwise stated herein
Insured Elixir Industries	, Inc		
AETNA INSURANCE (AETNA FIRE UNDERW		JRANCE COMPANY	CENTURY INDEMNITY COMPANY
Policy Number 50	End, No	Date 7/1/1975	Effective on and after 12-00 Noon Standard Time 12-01 A M
ALWAYS REQUIRED	The information above is required only when this endorsement is issued subsequent to the effective date of the Policy		

Extended Physical Damage Endorsement

It is hereby agreed that Al2la Automobile Physical Damage Insurance (Fleet Automatic) is extended for Comprehensive and Collision at the applicable Deductible to sums which Elixir Industries, Inc., A California Corporation, shall become legally obligated to pay as damages to others for loss as defined by Comprehensive and Collision Coverage to any motor vehicle, automobile, truck, vehicle, licensed or designed principally for Highway use, while hired, leased, rented to, used by, loaned to or borrowed by and not owned by the named insured, has physical control subject to the provisions of the extended endorsement. A limit of 30,000 per vehicle is applicable

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Form 2-040-206 Ed July 69 Printed in U.S.A.

Authorized Agent



This endorsement forms a pai	t of the Policy	to which attached effective from its da	ite of issue unless otherwise stated herein
Insured			
Elixir Industries	Inc.		
AETNA INSURANCE	COMPANY		
🖺 AETNA FIRE UNDERV	COMPANY VRITERS INSURANCE COMPANY		CENTURY INDEMNITY COMPANY
Policy Number CG 60 83 50 ALWAYS REQUIRED	End No	Date	Effective on and after 12-00 Noon
		7/1/1975	Standard Time 12-01 A M
	The information above is required only when this endorsement is issued subsequent to the effective date of the Policy		

Transportation and Use of Owned Vehicles by Employees

It is hereby agreed that coverage is afforded as respects the use of insured vehicles for the transportation of employees to and from work with the provision that the only exchange of money is to defray the expense, i.e., gas, oil, etc., as they would incur if they were operating their own vehicle. This deletes the Exclusion regarding Public and Private Livery Conveyance as long as this condition and circumstance exists.

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

From 2-040-206 Ed July 69 Printed in U.S.A.



This endorsement forms a p	art of the Policy	to which attached effective from	its date of issue unless otherwise stated herein
Insured			
Elixir Industrie	s. Inc.		
AETNA INSURAN		ΙΥ	
		INSURANCE COMPANY	
Policy Number	End No	Date	
cc 60 83 50	·	7/1/1975	Effective on and after 12 01 A M Standard Time
ALWAYS REQUIRED	The inform	nation above is required only when	this endorsement is issued subsequent to the effective date of the policy

INSTALLMENT PREMIUM PAYMENT ENDORSEMENT

This policy is issued by the company and accepted by the insured upon the understanding and agreement that the premium is payable in installments as set forth below

DATE PAYMENT DUE	BODILY INJURY AND MEDICAL PAYMENTS	PROPERTY DAMAGE	PHYSICAL DAMAGE	INST CHARGE	GENERAL LIABILITY	TOTAL
1 7/1/1975						19,720
2 8/1/1975						7,888
3 <u>9/1/1975</u>						7,888
4 10/1/1975						7,888
5 <u>11/1/1975</u>						7,888
612/1/1975						7,888
7 1/1/1976						7,888
32/1/1976						7,888
93/1/1976						7,888
10 4/1/1976						7,888
115/1/1976						7,888
12						

Installment charge of \$0.50 following each installment lunless deposit premium is \$200 or more

No mo ε than 9 in tall nents permitted unless deposit piem um is \$200 or more (The above notes apply only to Automobile premiums.)

Subject otherwise to all the term of including the Policy

If attached after ssuance of Policy not valid until countersigned by an authorized agent of the Company

Authorized Agent	



This endorsement forms a pr	art of the Pol	icy to which attached effective from	m its date of issue unless otherwise stated herein
Insured			
Elixir Industries	, Inc.		
AETNA INSURANCE	COMPANY		
AETNA FIRE UNDERWRITERS INSURANCE COMPANY		SURANCE COMPANY	CENTURY INDEMNITY COMPANY
Policy Number CG 60 83 50	End No	Date 7/1/1975	Effective on and after [] 12 00 Noon Standard Time [] 12-01 A M
ALWAYS REQUIRED	The informa	tion above is required only when this er	ndorsement is issued subsequent to the effective date of the policy

ENDORSEMENT

It is agreed that under Conditions, Item 11, Cancellation, thirty (30) days replaces ten (10) days

This does not apply to Cancellation for non-payment of premium which remains ten (10) days

Subject otherwise to all the terms limits and conditions of the Policy (
If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Authorized Agent

Form 2 040 202 Ed July 69 Printed in USA



This endorsement forms a p	art of the Poli	cy to which attach	ned effective from	n its date of issue	unless otherw	ise stated hereii	1
Insured Llixir Industries	Inc						
AETNA INSURANCE	-				·····		***
AETNA FIRE UNDER	WRITERS INS	URANCE COMP	ANY		CENTURY	INDEMNITY C	OMPANY
Policy Number CG 60 83 50	End No	Day 1/1975				n and after 🔲	
ALWAYS REQUIRED	The informat	ion above is required	d only when this er	idorsement is issue	d subsequent to	the effective date o	of the policy
		ENI	ORSEMEI	VT			
It is agreed to	hat thirt	y (30) days	Automatic	Coverage 1	s provide	d for newl	y acquired
entities							
	Subject of	herwise to all the	terms limits and	conditions of the	Policy		
If attached af		Policy not valid				e Company	
						Authorized	4
orm 2 040 200 Ed July 6	9					Aunorizea	луени
orm 2 040 202 Ed July 6 rinted in USA	J						

(The Attaching Clause need be completed oily when this endorsement is issued subsequent to preparation of the policy)

AUTOMOBILE

A5207 ISO A5207

AL 9624 (Ed 1 73)

LIMITED COVERAGE FOR CERTAIN INSUREDS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following GARAGE INSURANCE

This endorsement effective

7/1/1975

forms a part of policy No

CG 60 83 50

(12 01 A M standard time)

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representative

In consideration of the reduced rate of premium made applicable to the Garage Liability Insurance it is agreed that garage customers are not insureds with respect to the automobile hazard except in accordance with the following additional provisions

- 1 If there is other valid and collectible insurance whether primary excess or contingent available to the garage customer and the limits of such insurance are sufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit no damages including damages for care and loss of services because of bodily injury or property damage are collectible under this policy
- 2 If there is other valid and collectible insurance available to the garage customer whether primary excess or contingent and the limits of such insurance are insufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit then this insurance shall apply to the excess of damages including damages for care and loss of services because of bodily injury or property damage up to such limit
- 3 If there is no other valid and collectible insurance whether primary excess or contingent available to the garage customer this insurance shall apply but the amount of damages including damages for care and loss of services because of bodily injury or property damage payable under this policy shall not exceed the applicable financial responsibility limit

As used in this endorsement

applicable financial responsibility limit refers to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged

garage customer means any person other than

- (1) an employee director stockholder partner or member of the named insured or a resident of the same household as the named insured such employee director stockholder partner or member or
- (2) any other person or organization named in Item 2(b) of the declarations and any person while using an automobile furnished to such named person or organization

[AUTHENTICE]

LIABILITY

G 604

L 9187

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following Comprehensive General Liability Insurance Manufacturers and Contractors Liability Insurance Owners and Contractors Protective Liability Insurance Owners Landlords and Tenants Liability Insurance

This endorsement effective

7/1/1975 (12 01 A M standard time) forms a part of policy No CG 60 83 50

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representative

SCHEDULE

F	Amount and Basis	of Deductible	Coverage
\$		per claim	Bodily Injury Liability
\$		per occurrence	
\$		per claim	Property Damage Liability
\$	250	per occurrence	Troporty bannago cidanny

***PLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement of If no limitation is entered the deductibles apply 11 loss however caused) —

It is agreed that

- 1 The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages
- 2 The deductible amounts stated in the schedule apply as follows
 - (a) PER CLAIM BASIS—If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages because of bodily injury sustained by one person or to all property damage sustained by one person or organization as the result of any one occurrence
 - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages because of all bodily injury or property damage as the result of any one occurrence
- 3 The terms of the policy including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount
- 4 The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company

[]AUTHENTICE



This endorsement forms a	part of the Po	licy to which attached effective from	n its date of issue unless otherwise stated herein
Insured Elixir Industries	s, Inc		
AETNA INSURANCE AETNA FIRE UNDER		SURANCE COMPANY	CENTURY INDEMNITY COMPANY
Policy Number CG 60 83 50 ALWAYS REQUIRED	End No	Date 7/1/1975	Effective on and after 12 00 Noor Standard Time 12-01 A M
ALWAYS REQUIRED	The informa	tion above is required only when this end	dorsement is issued subsequent to the effective date of the policy

ENDORSEMENT

The following Exclusion of Comprehensive General Liability Insurance Coverage Part (L 9259) is amended to read as follows

(e) To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by or furnished for the regular use of any insured, but this Exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Authorized Agent

Form **2 040 202** Ed July 69 Printed in U S A

CP 03 55 (Ed 174) DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

GARAGE INSURANCE

SCHEDULE

Coverage		Deductible Amount	Basis
Bodily Injury Liability	\$		each claim
	\$		each occurrence
Property Damage Liabil	ity \$	250	each occurrence

It is agreed that

- 1 Under any coverage for which a deductible amount is designated in the schedule of this endorsement, the company shall be liable up to the limit of liability stated in the policy only for the amount of damages otherwise payable thereunder in excess of such deductible amount.
- 2 All the other terms of the policy shall apply as if the company were liable for such deductible amount
- 3 The deductible amounts stated in the schedule apply as follows
 - (a) PER CLAIM BASIS—If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability Coverage to all damages because of bodily injury sustained by one person as the result of any one occurrence
 - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible applies
 - (i) under the Bodily Injury Liability Coverage to all damages because of all bodily injury or
 - (II) under the Property Damage Liability Coverage to all damages because of all property damage as a result of any one occurrence
- The company shall pay all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which has been paid by the company

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A277 (Ed 1 74)

(The Attaching Clause need be completed only when this e do some tis ssued subsequent to preparation of the policy)

LIABILITY

Adv 3005

L 9487 (Ed 173)

BROAD FORM PROPERTY DAMAGE ENDORSEMENT

(Excluding Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

This endorsement effective

7/1/1975

(12 01 A M standard time)

forms a part of policy No CG 60 83 50

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representat ve

Classification

Various

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

A The exclusions relating to property damage to (1) property owned occupied or used by or rented to the insured or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)

i) to property damage

- (1) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**
 - (b) tools or equipment while being used by the insured in performing his operations
 - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
 - (d) that particular part of any property not on premises owned by or rented to the insured
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or
 - (ii) out of which any property damage arises or
 - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured
- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- B The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

[AUTHENTIC]

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

LIABILITY

L 9488 (Ed 1 73)

Adv 3007 INCIDENTAL MALPRACTICE COVERAGE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

This endorsement effective

7/1/1975 (12 01 A M standard time) forms a part of policy No CG 60 83 50

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representat ve

It is agreed that

- 1 The definition of bodily injury is amended to include injury arising out of the rendering of or failure to render professional services by any physician dentist or nurse while employed by the named insured to provide such services
- 2 Exclusion (j) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services

[AUTHENTIC]

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CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

All vehicles rented to/or leased by the named insured to Leo Hoffman Leasing Company 15420 East Nelson, Industry, California 91744

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- 2 Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 174)

CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

All vehicles rented to/or leased by the named insured from McCullagh Leasing, Inc /Commercial Credit Equipment Corporation 30803 Little Mack Ave , Roseville, Michigan 48066

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- Subject otherwise to the Persons insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 174) ______

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CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

All vehicles rented to/or leased by the named insured from United States Fleet Leasing, Inc. and Ford Motor Credit Company P O Box 4115, Hayward, California

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured.
- 2 Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

(JAUTHENTIC)

A400 (Ed 1 74)

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(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

LIABILITY

G 304

L 9141 (Ed 7 66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement effective

7/1/1975 (12 01 A M tandard time) forms a part of policy No CG 60 83 50

issued to

Elixir Industries, Inc

by

Aetna Insurance Company

Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard

AUTHENTIC

TX-03-18 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement forms a part of Policy No CG 60 83 50 issued to Elixir Industries, Inc

by the

Aetna Insurance Company (Name of Insurance Company)

at its Agency

located (city and state)

Los Angeles, California and is effective from

7/1/1975

(12 01 AM Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached effective from its date of issue unless otherwise stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

ALL AUTOMOBILE LIABILITY GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE SPECIAL PACKAGE AUTOMOBILE COMPREHENSIVE PERSONAL AND FARMER S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that

- I The policy does not apply
 - A Under any Liability Coverage to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance As sociation of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (b) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
 - B Under any Medical Payments Coverage or under any Supplementary Payments provision relating to first aid to expenses in curred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
 - C Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (3) applies only to property damage to such nuclear facility and any property thereat
- II As used in this endorsement

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nu clear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any appara us designed or used to sustain nuclear fission in a self-upporting chain reaction or to contain a critical mass of fissionable material

property damage includes all forms of radioactive co tamination of property

Ву

(Duly Authorized Representative)

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158K AMENDMENT OF FAMILY PROTECTION COVERAGE, PROTECTION AGAINST UNINSURED MOTORISTS, AND INSURANCE AGAINST UNINSURED MOTORISTS

This endorsement forms a part of Policy No.

CC 60 83 50

issued to

Elixir Industries, Inc.

by the

1 ~ .

Aetna Insurance Company
(Name of Insurance Company)

at its Agency

located (city and state)

Los Angeles, California

and is effective from

Tuly 1, 1975 (12 01 AM Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

This endorsement forms a part of the policy to which attached effective from its date of issue unless otherwise stated herein

It is agreed that

1 The provision in the Uninsured Motorists or Family Protection coverage insuring agreement or Coverage—Uninsured Motorists (Damage for Bodily Injury) agreement is amended to read as follows

Provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof may be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration in accordance with the arbitration provision of this policy or by judicial determination

- 2 The term uninsured automobile is changed to uninsured motor vehicle
- 3 The term uninsured motor vehicle includes an automobile with respect to which there is a bodily injury liability insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent
- 4 The arbitration provision is amended to read as follows

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured or do not agree as to the amount of payment which may be owing under this endorsement then the matter or matters upon which such person and the company do not agree may by agreement be settled by arbitration in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement

The words uninsured highway vehicle are substituted for uninsured motor vehicle and

the words a highway vehicle are substituted for an automobile

when this endorsement is used to amend Protection Against Uninsured Motorists Insurance or Insurance Against Uninsured Motorists afforded under Standard Coverage Part

Ви

(Duly Authorized Representative)

FORM 158K—AMENDMENT OF
FAMILY PROTECTION COVERAGE
PROTECTION AGAINST UNINSURED MOTORISTS AND
INSURANCE AGAINST UNINSURED MOTORISTS
Texas Standard Automobile Endorsement
Revised March 1 1971

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Bodily Injury

Products—Completed Operations
Property Damage

in The Policy)

In The Policy)

Bu glary Plate Glass

Automobile-Bodily Injury

Automob le-Property Damage

Specific Contractual—Bodily Injury

(Other Than Incidental Contracts As Defined

Specific Contractual—Property Damage
(Othe Than Incidental Contracts As Defined

DESCRIPTIVE SCHEDULE

	DESCRIPT	INE SCHEDOFE	Ē	The Table
Name of Insured Ellxir	Industries	Inc. A	alifornia (Corporation
	South Broady		TRAMMELL N	INVINIER & ACCOUNTED WA
Location Covered 17770-	80 Rowland S f Industry,		MCKINLEY & ASSOCIATES, INC. INSURANCE	
Operations Covered HIS IS TO CERTIFY TO CERTIFIC	ATE HOLDER		LOS ANG	GO WILSHIRE PLACE GELES, CALIFORNIA 90005 PHONE: 385-6204
Ward, Incorporated c/o Elixir Industr 17809 South Broadw Gardena, CA 90248	ber City State Zip Code)—		COVERAGE is provided A = AETNA INSU U = AETNA FIRE M = AETNA INSU	d in Company initialed below URANCE COMPANY UNDERWRITERS INSURANCE CO URANCE COMPANY OF THE MIDWINDEMNITY COMPANY
hat on the above date the following ubject to all the terms conditions limit	Effective 7-1-7 described insurance stations and exclusions.	e policies issued	by this Compai	ny are in full force and effect
Name of Caverage	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workman's Compensation				Statutory
Public Liability—Badily Injury (Not Auto)	CG608350	7-1-75	7-1-76	\$ 500 000 each occurrent
Public Liability—Property Damage (Not Auto)	SAME	SAME	SAME	\$SINGLE 000 each occurrents 1.IMIT 000 aggregate
(Explosion Collapse Underground Hazards Not Cavered Unless Otherwise Stated Herein)				\$ 000 each occurren \$ 000 aggregate
Products-Completed Operations]	\$ 000 each occurren

•Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Compan will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall impose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

By Howard Landus

Authorized Agent

000 aggregate

000 aggregate 000 each occurrer

000 each occurrer

000 aggregate

000 each person

000 each occurred

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\$

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(The Attach ng Cla se need be completed only when this endorsement is issued, subseque t to preparation of the policy

LIABILITY

6 109

L 9109 (Ed 7 66)

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ADDITIONAL INSURED

(Premises Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

STOREKEEPER S INSURANCE

This endorsement effective

July 1, 1975 12 01 A M standard time)

forms a part of policy No

CG608350

issued to

Elixir Industries, Inc A California Corporation

by Aetna Insurance Company

Author zed Representat ve

SCHEDULE

5 3

Premiums

Bodily **Property** Injury Liability

Damage Liability

Included in composite rate

Designation of Premises (Part Leased to Named Insured)

17770-80 Rowland St City of Industry, CA Name of Person or Organization (Additional Insured)

Ward, Incorporated

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated above but only with respect to liability arising out of the ownership maintenance or use of that part of the premises designated above leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- 1 to any occurrence which takes place after the named insured ceases to be a tenant in said premises
- 2 to structural alterations new construction or demolition operations performed by or on behalf of the person or organization designated above

[]AUTHENTIC[]

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CERTIFICATE OF INSURANCE

- MW Cop NAMED INSURED AND ADDRESS
Elixir Industries, etal
17809 S Broadway
Gardena, CA. 90248

The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	UMITS OF UABILITY			
(Idciby X I Bo)	NUMBER	DATE	DATE	BODILY INJ	URY HABILITY	PROPERTY D	AMAGE LIABILITY
Cmph Atombil Libity				\$	each perso ea h	\$	ea h occurrenc
Cmph G I Libility M fet d Cont et Libility	CG608350	7-1-75	7-1-75	, 100,000	ea h	, 100,0	00. each
Ownsldid d Tilibliy (Contact Ilbiiy				300,000). 99 g f	s	agreg t
OAD FORM CESS LIABILITY	TOWNELL	.V.W.FV • 4000	DOLATE INO	\$ \$ \$ by ct to if	h oc agg egat p c	ed t mplited pe	ts cdcbed
DRKMEN S MPENSATION	68 LOS ANG	CKINLEY & ASSO INSURANCE O WILSHIRE PLAC ELES, CALIFORNIA PHONE: 385-6204	i.E	Cogffdd	i acc d c with them () blow d th O di bd i (b) bl	W km C mp	
PLOYERS LIABILITY oth world the policy be fired product the month how for wight				\$	OYEES SUBJECT TO C		LAW
mρ , ''' '' '			INJURY BY	ACCIDENT	INJURY	BY DISEASE	
				\$	h mply h d t	\$	h mply se s t (h t t
	i				MEDICA		h mpl yee

It is agreed that the City of Los Angeles is included as an Additional Insured.

his certificate is issued at the request of the person or organization named below and the company will mail to such person or organization it the address shown notice of cancellation and whose possible notice of any material change in any of the described policies

30 day

The City of Los Angeles
Office of the Board of Public Works
373 City Hall
Los Angeles, CA. 90012

Date 7-2-75/tp				
Ву	Hora Crea			
	Ath dRp 11			

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OVERLOAD DAMAGE ENDORSEMENT L A M C. SEC 62 145

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED THAT THE CITY OF LOS ANGELES SHALL BE INDEMNIFIED FOR ANY LOSS, COST OR DAMAGE TO PUBLIC STREETS, CURBS OR SIDEWALKS, OR OTHER PUBLIC PROPERTY RESULTING FROM THE TRANSPORTATION OR MOVING OF ANY OVERLOAD OVER THE STREETS OF SAID CITY BY THE INSURED, PURSUANT TO ANY OVERLOAD PERMIT FROM THE CITY OF LOS ANGELES.

AS TO THE INTERESTS OF THE CITY OF LOS ANGELES THE COMPANY ALSO AGREES THAT SAID POLICY OF INSURANCE SHALL NOT BE SUBJECT TO CANCELLATION EXCEPT AFTER NOTICE TO THE CITY ATTORNEY BY REGISTERED MAIL AT LEAST 30 DAYS PRIOR TO THE DATE OF CANCELLATION.

HAME OF INSURED:	Willop! Industries, eta	1
	Name	
	17809 South Broadway	
	Address	
	Gardena, CA	90248
	City	State
POLICY HUMBER:		
EFFECTIVE DATE: EXPIRATION DATE:		
	E COMPANY: Aetna Insuranc	e Company
	3580 Wilshire	Blvd
	Address	
	Los Angeles, C	
	Clty	State
SIGNATURE OF AGE	er. Handres	

Note:

Two copies of Certificate of Insurance with a copy of this endorsement attached to each is required Both the certificate and endorsement must be hand signed by the authorized insurance agent

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Ætna Insurance Company

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HARTFORD CONNECTICUT

EXPIRE C

CASUALTY COVER

VELAY INSOLVINGE COMPANA
YORAMOD BONANURAL ANTE

TRAMMELL-MCKINLEY & ASSOCIATES, INC.
INSURANCE

. 680 WILSHIRE PLACE LOS ANGELES, CALIFORNIA 90005 PHONE: 385-6204 HANTOND CONNECTICUT STATES

VETUA INSURANCE COMPANY YNAMMON SONANULAIN

FOR A COMPLETE, UP TO DATE

Insurance Program

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

AETNA INSURANCE COMPANY

HARTFORD CONNECTICUT

(A stock insurance company herein called the company)

In consideration of the payment of the premium in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy agrees with the named insured as follows

DEFINITIONS

When used in this policy (including endersements forming a part hereof)

automobile means a land motor vehicle trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include mobile equipment

bodily injury means bodily injury sickness or disease sustained by any person which occurs during the policy period including death at any time resulting therefrom

collapse hazard includes structural property damage as defined herein and property damage to any other property at any time resulting therefrom Structural property damage means the collapse of or structural injury to any building or structure due to (1) grading of land excavating borrowing filling back filling underpinning raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or the underground property damage hazard or (3) for which liability is assumed by the insured under an incidental contract.

completed operations hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured Operations include materials parts or equipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property unless the **bodily**injury or property damage arises out of a condition in or on a vehicle created
 by the loading or unloading thereof
- b) the existence of tools uninstalled equipment or abandoned or unused ma terials or
- (c) operations for which the classification stated in the policy or in the company's manual specifies including completed operations

elevator means any hoisting or lowering device to connect floors or landings whether or not in service and all appliances thereof including any car platform shaft hoistway stairway runway power equipment and machinery but does not include an automobile servicing hoist or a hoist without a platform outside a building if without mechanical power or if not attached to building walls or a hod or material hoist used in alteration construction or demolition operations or an inclined conveyor ii d exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet

explosion hazard includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels piping under pressure prime movers machinery or power transmitting equipment or (2) arising out of operations performed for the named insured by independent contractors or (3) included within the completed operations hazard or the underground property damage hazard or (4) for which liability is assumed by the insured under an incidental contract

incidental contract means any written (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) side track agreement or (5) elevator maintenance agreement

insured means any person or organization qualifying as an insured in the Persons Insured provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

mobile equipment means a land vehicle (including any machinery or apparatus attached thereto) whether or not self propelled (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the named insured including the ways immediately adjoining or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an in tegral part of or permanently attached to such vehicle power cranes shovels loaders diggers and drills concrete mixers (other than the mix in transit type) graders scrapers rollers and other road construction or repair equipment air compressors pumps and generators including spraying welding and building cleaning equipment and geoohysical exploration and well servicing equipment

named insured means the person or organization named in Item 1 of the declarations of this policy

named insured s products means goods or products manufactured sold handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle) but named insured s products shall not include a vending machine or any property other than such container rented to or located for use of others but not sold

occurrence means an accident including continuous or repeated exposure to conditions which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured

policy territory means

- (1) the United States of America its territories or possessions or Canada or
- (2) international waters or air space provided the **bodily injury** or **property dam age** does not occur in the course of travel or transportation to or from any
 other country state or nation or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above provided the original suit for such damages is brought within such territory

products hazard includes bodily injury and property damage arising out of the named insured s products or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others

Insert Declarations Page and Coverage Part(s) here so that top edge butts against fold of Contract and permits policy number 40 appear through window ATTACH ENDORSEMENTS IF ANY TO TOP BACK OF DECLARATIONS

property damage means (I) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period

underground property damage hazard includes underground property damage as defined herein and property damage to any other property at any time resulting

therefrom Underground property damage means property damage to wires conduits pipes mains sewers tanks tunnels any similar property and any apparatus in connection therewith beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land paving excavating drilling borrowing filling back filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors or (2) included within the completed operations hazard or (3) for which liability is assumed by the insured under an incidental contract

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies not to exceed \$250 per bail bond

but the company shall have no obligation to apply for or furnish any such

SUPPLEMENTARY PAYMENTS

The company will pay in addition to the applicable limit of liability

- (a) all expenses incurred by the company attracts taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon
- (b) premiums on appeal bonds required in any such suit premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required
- (c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies
 - (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit including actual loss of earnings not to exceed \$25 per day

CONDITIONS

1 Premium All premiums for this policy shall be computed in accordance with the company's rules rates rating plans premiums and minimum premiums applicable to the insurance afforded herein

Premium designated in this policy as advance premium is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating) with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report there on shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law rule or regulation.

The company may examine and audit the named insured s books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

- 3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph
- 4 Insured's Duties in the Event of Occurrence Claim or Suit
- (a) In the event of an occurrence written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable
- (b) If claim is made or suit is brought against the insured the insured shall im mediately forward to the company evely demand notice summons or other process received by him or his representative
- (c) The insured shall cooperate with the company and upon the companys request assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage

with respect to which insurance is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not except at his own cost voluntarily make any payment assume any obligation or incur any expense other than for first aid to others at the time of accident

5 Action Against Company No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all of the terms of this policy nor until the amount of the insured sobligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis whether primary excess or contingent the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below

- (a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares the company shall not be liable
 for a greater proportion of such loss than would be payable if each insurer
 contributes an equal share until the share of each insurer equals the lowest
 applicable limit of liability under any one policy or the full amount of the loss
 is paid and with respect to any amount of loss not so paid the remaining
 insurers then continue to contribute equal shares of the remaining amount
 of the loss until each such insurer has paid its limit in full or the full amount
 of the loss is paid
- (b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss
- 7 Subrogation In the event of any payment under this policy the company shall be subrogated to all the insured singhts of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

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- 8 Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy
- 9 Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon if however the named insured shall die such insurance as is afforded by this policy shall apply (1) to the named insured s legal representative as the named insured but only while acting within the scope of his duties as such and (2) with respect to the property of the named insured to the person having proper temporary custody thereof as insured but only until the appointment and qualification of the legal representative
- 10 Three Year Policy if this policy is issued for a period of three years any limit of the company's liability stated in this policy as aggregate shall apply separately to each consecutive annual period thereof
- 11 Cancellation This policy may be cancelled by the named insured by sur render thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

effective This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancel lation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

12 Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance

In Witness whereof the company has caused this policy to be signed by its president and a secretary at Hartford Connecticut and countersigned on the declarations page by a duly authorized representative of the company

tames Secretary

As Watters
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that

- I This policy does not apply
 - A Under any Liability Coverage to bodily injury or property damage
 - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (b) the Insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
 - B Under any Medical Payments Coverage or under any Supplementary Payments provision relating to first aid to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
 - C Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (3) applies only to property damage to such nuclear facility and any property thereat

If As used in this endorsement

hazardous properties include radioactive toxic or explosive properties

nuclear material means source material special nuclear material or by

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a nuclear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

property damage includes all forms of radioactive contamination of property

NEW YORK EXCEPTION The Nuclear Energy Liability Exclusion Endorsement (Broad Form) does not apply to Automobile Liability Insurance in New York

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GENERAL—AUTOMOBILE LIABILITY POLICY Use with Contract Section to complete

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		<del></del>				Form 2-040	<del></del>		
	Garage Insurance  Automobile Physical Damage Insurance (Non-Fleet)	<del>  s</del>	See Coverag	ge Part fo	or Limits	or Liability	\$	Incl.	
	Automobile Physical Damage Insurance (Non-Fleet)	} s	See Coveraç	ge Part fo	or Limits	of Liab lity	\$ \$	Incl.	
	Endorsements and Additional Coverage Parts #	1					+-	-	
	(IDENTIFY BY FORM NUMBERS)	<b>9</b>	an Far-	n Ma	2_0ba	ank	s	Ingl.	
	assistant of resistant numbers	PE	er Fore	) • <b>D</b> N I	2-040	motint Pa	ے کے		
	If Policy Period more than one year and the premium is to be paid			<u></u>	To	ital Advance Premiui		19,720	
ĺ	annually premium is payable. On effective date of policy \$		f1st Annix	versary \$		†2nd Anniversar		ad as p	
	Audit Period Annual unless otherwise stated							2-610-	
4	The named insured is individual		part	nership		corporation		T	
	lount venture	=	•	other			•		
	Business of the named insured is	16. 01	Parts	OF R	pile	Homes, Rec.	Veh:	cles	
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#### I COVERAGE C-BODILY INJURY LIABILITY

#### COVERAGE D-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

#### C bodily injury or

#### D property damage

to which this insurance applies caused by an occurrence and arising out of the ownership maintenance or use including loading and unloading of any automo bile and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions -

- This insurance does not apply
- (a) to liability assumed by the insured under any contract or agreement
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law

#### (d) to property damage to

- (1) property owned or being transported by the insured or
- (2) property rented to or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control other than property damage to a residence or private garage by a private pas senger automobile covered by this insurance
- (e) to bodily injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing with respect to expenses for first aid under the Supplementary Payments provision
- (f) to bodily injury or property damage arising out of the discharge dispersal release or escape of smoke vapors soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water but this exclusion does not apply if such discharge dispersal release or escape is sudden and accidental

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured
- (b) any partner or executive officer thereof but with respect to a non owned auto mobile only while such automobile is being used in the business of the named insured
- (c) any other person while using an owned automobile or a hired automobile with the permission of the named insured provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such per mission but with respect to bodily injury or property damage arising out of the loading or unloading thereof such other person shall be an insured only if he is
  - (1) a lessee or borrower of the automobile or
  - (2) an employee of the named insured or of such lessee or borrower
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) (b) or (c) above

#### None of the following is an insured

- (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment
- (ii) the owner or lessee (of whom the named insured is a sub lessee) of a hired automobile or the owner of a non-owned automobile or any agent or employee of any such owner or lessee
- (iii) an executive officer with respect to an automobile owned by him or by a member of his household
- (iv) any person or organization other than the named insured with respect to
  - (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the com pany (except a trailer designed for use with a private passenger auto mobile and not being used for business purposes with another type motor vehicle) or

- (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company
- (v) any person while employed in or otherwise engaged in duties in connection with an automobile business other than an automobile business operated by the named insured

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured or (2) if the named insured is a partnership an automobile owned by or registered in the name of a partner thereof

#### III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or or ganizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies the company's liability is limited as follows

Coverage C—The limit of bodily injury liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages including damages for care and loss of services because of bodily injury sustained by one person as the result of any one occurrence but subject to the above provision respecting each person the total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to each occurrence.

Coverage D — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to each occurrence

Coverages C and D—For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

#### IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory

#### V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

automobile business means the business or occupation of selling repairing servicing storing or parking automobiles

hired automobile means an automobile not owned by the named insured which is used under contract in behalf of or loaned to the named insured provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile

non owned automobile means an automobile which is neither an owned automobile nor a hired automobile

owned automobile means an automobile owned by the named insured

private passenger automobile means a four wheel private passenger or station wagon type automobile

trailer includes semi trailer but does not include mobile equipment.

#### VI ADDITIONAL CONDITIONS

#### A. Excess Insurance—Hired and Non Owned Automobiles

With respect to a hired automobile or a non-owned automobile this insurance shall be excess insurance over any other valid and collectible insurance available to the insured

#### B Out of State Insurance

If under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province a non resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law in lieu of the insurance otherwise provided by the policy but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy in no event shall any person be entitled to receive duplicate payments for the same elements of loss

[AUTHENTIC]

## CP 00 15 (Ed 174)

#### AUTOMOBILE MEDICAL PAYMENTS INSURANL

A 102 (Ed 1 74)

or attachment to Policy No	CG	60	83	50	to complete said policy
or attachment to roncy No -					to complete said polic

SCHEDULE
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Designated Person Insured
Premium included in Composite Rate
Designation of Automobiles—Division 1
(1) XX Any owned automobile
(2) Any hired automobile
(3) Any licensed owned private passenger automobile
(4) Any automobile described in the schedule and designated M P
(5) Any non-owned automobile
(6) XX Any Leased Private Passenger Automobile

#### ! COVERAGE F-AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year from the date of the accident

- Division 1 to or for each person who sustains bodily injury caused by accident while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use
- Division 2 to or for each insured who sustains bodily injury caused by accident while occupying or while a pedestrian through being struck by a highway vehicle

#### Exclusions

This insurance does not apply

- (a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- (b) to bodily injury due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
- (c) under Division 1 to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law
- (d) under Division 2 to bodily injury sustained while occupying a highway vehicle owned by any insured or furnished for the regular use of any insured by any person or organization other than the named insured

#### II PERSONS INSURED-DIVISION 2

Each of the following is an insured under this insurance to the extent set forth below

- (a) any person designated as insured in the schedule
- (b) while residents of the same household as such designated person his spouse and the relatives of either

and if such designated person shall die any person who was an insured at the time of such death shall continue to be an insured

#### HE LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy (2) persons who sustain bodily injury (3) claims made or suits brought on account of bodily injury or (4) designated automobiles to which this policy applies the limit of liability for medical payments stated in the declarations as applicable to each person is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident

When more than one medical payments coverage afforded by this policy applies to the loss the company shall not be liable for more than the amount of the highest applicable limit of liability

#### IV ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance and when used in reference to this insurance (including endorsements forming a part of the policy)

designated automobile means an automobile designated in the schedule and includes

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when with drawn from normal use for servicing or repair or because of its breakdown loss or destruction and
- (b) a trailer designed for use with a private passenger automobile if not being used for business purposes with another type automobile and if not a home office store display or passenger trailer

highway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads while not upon public roads
- (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

medical expense means expenses for necessary medical surgical x-ray and dental services including prosthetic devices and necessary ambulance hospital professional nursing and funeral services

occupying means in or upon or entering into or alighting from

#### V POLICY PERIOD TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory

#### VI ADDITIONAL CONDITIONS

#### A Medical Reports Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim under oath if required and shall after each request from the company execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall sub mit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder of the company.

#### B Excess Insurance

Except with respect to an owned automobile the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy

#### C Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage

(AUTHENTIC)

#### CP 80 25 (Ed 174)

#### UNINSURED MOTORISTS INSURANCE

For attachment to Policy No CG 60 83 50

to complete said policy

SCHEDULF

Designa	ated Insured						
		÷ 1					
	<b>h</b>	Premium included in Comp	osite Rate				
1	<b>.</b> ,	۶ ~					
		Description of Insured Highway Vehicles (	Chack appropriate boy				
1	Any automobile owne	ed by the named insured	опеск арргорнате вох/				
1 =		er automobile owned by the named insured	1 1 ~	ą			
	Any highway vehicle	to which are attached dealer's license plates issued to the	named insured $e^q \rightarrow c$				
	Any highway vehicle	designated in the declarations of the policy by the letter	s UM and a highway vehicle o	wnership of whi	ch is acc	quired du	ring the
	policy period by the	named insured as a replacement therefor $^{-6}$ $_{\odot}$	्र ५ अधाराम् ।	r ;		1	
	Any mobile equipmen	nt owned or leased by and registered in the name of the na	amed insured edice auc. A		Ł	4.	U # K

#### I COVERAGE U-UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

- (a) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured any designated in sured or any relative resident in the same household as the named or desig nated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensa tion or disability benefits carrier or any person or organization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law 😽 🧣 🤋 🕫 T سذ

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth C KENUBIU E

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- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b)

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

### III LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy (2) persons who sustain bodily injury (3) claims made or suits brought on account of bodily injury or (4) highway vehi les to which this policy applies

- (a) The limit of liability stated in the declarations as applicable to each person is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and subject to the above provision respecting each person the limit of liability stated in the declarations as applicable to each accident is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident
- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
  - (1) all sums paid on account of such bodily injury by or on behalf of
    - (i) the owner or operator of the uninsured highway vehicle and
    - (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury

including all sums paid under the bodily injury liability coverage of the policy

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law disability benefits law or any similar law
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator

of an uninsured highway vehicle which represents expenses for medical services that or payable under the medical payments coverage of the policy probable under the medical payments coverage of the policy of the services of Policy Period Territory abbitches or the society of the services of the policy of the services of the policy of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of the services of and within the United States of America its territories or possessions or Canada - 201 2013 PC V ADDITIONAL DEFINITIONS TO THE

When used in reference to this insurance (including endorsements forming a part of the policy) 11 1 mg 2 1 6 4 16 0C E 3

adesignated insured means an individual named in the schedule under Desig nated Insured

highway vehicle" means a fand motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads while not upon public roads
- (b) a vehicle operated on rails or crawler treads or
- (c) a vehicle while located for use as a residence or premises

hit and run vehicle means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident provided

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle
- the insured or someone on his behalf shall have reported the accident within 24 hours to a police peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the company within 30 days

A 114 (Ed 1 74)

thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable and setting forth the facts in support thereof and

at the company s request the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident 3

insured highway vehicle means a highway vehicle

- described in the schedule as an insured highway vehicle to which the bodily wally liability coverage of the policy applies 3
  - y vehicle as normal use described in subparagraph (a) above when withdrawn from normal use because of its breakdown, repair servicing, loss or destruction (c) while being operated by the named or designated insured or by the spouse (g), of either if a resident of the same bousehold (a) (c) while temporarily used as a substitute for an insured highway vehicle described in subparagraph (a) above when withdrawn from normal ubecause of its breakdown, repair servicing, loss or destruction

but the term insured highway vehicle" shall not include

- conveyance unless such use is (6°s vehicle while used as a public or livery conv *pecifically declared and described in this policy -
  - (ii) a wehicle while being used without the permission of the owner
- 'under subparagraphs (b) and (c) above a vehicle owned by the named insured any designated insured or any resident of the same household as the named or designated insured or Ē
- <del>-</del> (iv) under subparagraphs (ii) and (c) above a vehicle furnished for the regular ouse of the named insured or any resident of the same household to a same household to a same household to a same for the same household.

"uninsured highway vehicle" means 😃

- a highway vehicle with respect to the ownership maintenance or use of which there is in at least the amounts specified by the financial responsibility that of the state in which the insured highway while is principally garaged no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such whicle or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent or
  - a hit and run vehicle ê

but the term uninsured highway vehicle shall not include

an insured highway vehicle 8

- a highway vehicle which is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law motor carrier law or any similar law
- Gii) a bighway vehicle which is owned by the United States of America. Canada setate a political subdivision of any such government or an agency of any a state a politica of the foregoing
  - ADDITIONAL CONDITIONS, 4 =
    - Premium ¥

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealers license plates issued to the named insured changes the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company if the earned premium thus computed exceeds the advance premium paid the named insured shall pay the excess to the company if less the company shall return to the named insured the unearmed portion paid by such insured

Proof of Claim Medical Reports

۴ As soon as practicable the insured or other person making claim shall give to the company written proof of claim under oath if required including full particulars of the nature and extent of the injuries treatment and other details entering into the determination of the amount payable hereunder. The insured and every other person named of the amount payable hereunder. The insured and every other person named by the company and subsecribe the same as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall bave failed to funish such furnished by the company unless the company shall bave failed to funish such forms.

The injured person shall submit to physical examinations by physicians se lected by the company when and as often as the company may reasonably require and he or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute

DAUTHENTICE

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enable the company to obtain medical reports and copies of authorization to

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# Assistance and Cooperation of the Insured Ç

After notice of claim under this unsurance the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury and in any action against the company may require the insured to join such person or organization as a party defendant

# Notice of Legal Action

If before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for bodity injury against any person or organization legally responsible for the use of a highway vehicle mivolved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

Other Insurance. ш

With respect to bodily injury to an insured while accupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this structures and such other insurance and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other msurance.

Arbitration '

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If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured or do not agree as to the amount of payment which may be owing under this insurance then upon written demand of either the matter or matters upon which such person and the company do either the matter or matters upon which such person and the company do tages shall be settled by arbitration which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this msurance

# **Trust Agreement** ပ

In the event of payment to any person under this insurance

- the company shall be entitled to the extent of such payment to the pro ceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment **a**
- all rights of such person shall hold in trust for the benefit of the company a recovery which he shall have against such other person or o because of the damages which are the subject of claim made Э
- such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights 3
  - (d) if requested in writing by the company such person shall take through any representative designated by the company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization such action to be taken in the name of such person in the event of a recovery the company shall be reimbursed out of such recovery for expenses costs and attorneys fees incurred by it in connection therewith
- person shall execute and deliver to the company such instruments papers as may be appropriate to secure the rights and obligations of person and the company established by this provision such person shall execute **e**

# Payment of Loss by the Company ×

Any amount due hereunder is payable

- to a person authorized by law to rece we such payment or to a person legally entitled to recover the damages which the payment represents (a) to the insured or
  (b) If the insured be armond to his parent or guardian or
  (c) if the insured be deceased to his surviving spouse otherwise
  (d) to a person authorized by law to rece ve such payment or

provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof

A 1212 (Ed 8 74)

COVERAGE PART

For attachment to Policy No CG 60 83 50

to complete said policy SCHEDULE

PHF Item 1 The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and under each such Coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

retere	ence thereto								_
		CONCOLD		LIMIT OF I	LIABILITY — Ea	ch covered aut			
	COVERAGES	COVERED AUTOMOBILES	IF ACTUAL CASH			AMOUNT	OTHERWISE Enter S		
		AO LOMOBICES	ACY land	חבטוולְּדוֹפִי בּ	Ent	er   nenlictible	meaning as separate stated in PHF Item 2(c	ly PREM	IIUM
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		Maximum Lin	nrt of Liability				Records to be		· · · · · · · · · · · · · · · · · · ·
ı	Any one covered automobil	le Al	I covered automob		covered automo at any one locat		Necolds to be	Submitted	
\$	60,000	\$	3,000,000				Monthly 🔲 Qu	arterly X	Semi Annually
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(a) Auto	Description Purposes of 8 Year Model Trade Hame				) Identif cation (	i) Pris	ncipally Garaged in (	Purpose of Use	Classi fication
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Auto 1	Year				) Identif cation ( fodel	i) Prli	ncipally Garaged in s (Town State)	Purpose of Use	Classi fication
Auto 1 2	Year				) Identif cation ( lodei	i) Prii	ncipally Garaged In (	Purpose of Use	Classi fication
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ACV ACV \$

ACV

ACV

\$

Fire Lightning or Transportation R — Theft Windstorm Hail Earthquake or Explosion T — Combined Additional

V — Towing

= ACTUAL CASH VALUE ACV

\$

\$

4

5 \$

6

7

	ADVANCE PREMIUM							
Auto	Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V	
1	\$	\$	\$	\$	\$	\$	\$	
2	\$	\$	\$	\$	\$	\$	\$	
3	\$	\$	\$	\$	\$	\$	\$	
4	\$	\$	\$	\$	\$	\$	\$	
5	\$	\$	\$	\$	\$	\$	\$	
6	\$	\$	\$	\$	\$	\$	\$	
7	\$	\$	\$	\$	\$	\$	\$	
Totals	\$	\$	\$	\$	\$	\$	\$	

XXX

PHF Item 3 Except with respect to bailment lease conditional sale purchase agreement mortgage or other encumbrance the named insured is the sole owner of every covered automobile designated in PHF Item 1 as covered under this insurance unless otherwise stated herein

PHF Item 4	Explanation of	l entries in PH	F Item 1 for	designating	the covered	automobiles t	o which this	insurance appl	ies under ea	ch Coverag	e afforded

1 = all covered automobiles

2 = all registered covered automobiles 4 = all covered automobiles of the commercial type 3 — all covered automobiles of the private passenger type

5 = the covered automobiles described in PHF item 2 (including newly acquired vehicles subject to the provisions of paragraph (b) of the covered automobile definition)

When so entered in addition to numerals 1 2 3 or 4

 $\mathbf{6} = \mathbf{excluding}$  vehicles leased to the named insured

7 = excluding under Collision Coverage any vehicle not having an actual cash value of at least \$_ (over)

vizions respecting (i) any one covered automobile and (ii) any one location (a) as to all covered automobiles at any one location the amount it any stated in the schedule as the maximum limit of liability applicable thereto subject to the above provisions respecting any one covered automobiles.

(b) as to all covered automobiles the amount it any stated in the schedule as the maximum limit of liability applicable thereto subject to the above pro-

happening out of which loss occurs shall not exceed

and subject to the shove provisions shall not in any event exceed the amount if one covered automobile as the maximum (im)t of the shove provisions shall not in any event exceed the amount of the company s liability for all loss directly attributable to a single the total limit of the company s liability for all loss directly attributable to a single the total limit of the company s liability for all loss directly attributable to a single and support the company single that the company single that the company single that the company is the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the

(c) the limit of liability stated in the schedule as applicable to each covered automobile under the coverage afforded for the loss to such covered automotist much respect to a covered automotist newly acquired during the policy period and not described in the schedule be deemed as having been replaced by actual cash value. what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality with deduction for depreciation or

The limit of the companys liability for loss to any one covered sutomobile shall not exceed the least of the following amounts:

(a) the sctual cash value of such covered automobile or if the loss is to a part thereof the actual cash value of such part at time of loss or

TI CIMIT OF LIABILITY

renrumbrance (h) under the Collision coverage to breakage of glass il insurance with respect to such the Collision coverage to breakage of grass such breakage is ofherwise alforded herein (i) under the Windstorm Hail Earlinguake or Explosion and Combined Additional coverages to loss resulting from rain snow or sieet whether or not wind driven respect to loss resulting from rain snow or sieet whether or not wind driven.

(g) under the Comprehensive and Thelt coverages to loss or damage due to conversion embeszlement or secretion by any person in possession of a covered automobile under a balingal lesse conditional sale purchase agreement mortgage or other analysase.

(f) to loss to a camper body designed for use with a covered automobile and not camper body was owned at the inception of the policy period or the inception of any camper body was owned at the inception of the policy period or the inception of any camper body was owned at the inception of the policy period or the inception of any camper body was owned at the inception of any camper body was owned at the inception of any camper body was covered automobile and not any camper body was covered automobile.

punos jo (i) any device or instrument designed for the recording reproduction or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile ment designed for the recording reproduction or recording and reproduction of sound of sound

(6) (0 1022 (0)

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(i) war whether or not declared civil war insurtection rebellion or revolution or to yet or condition incident to any of the foregoing

(d) to toss due to

insurance or (ii) damaged by fire by malicious mischief or vandalism or stolen and as to the covered and insurance

(1) josz pe conucident with and from the same cause as other loss covered by this (c) to tires unless

unless such damage is the result of other loss covered by this insurance

(iii) mechanical or electrical breakdown or failure (i) wear and lear or (ii) freezing or

(d) to damage which is due and confined to

(a) to any covered automobile while used as a public or livery conveyance unless such use is specifically declared and described in the schedule This insurance does not apply

Exclusions

3 SUPPLEMENTARY PRYMENTS

(a) with respect to such transportation insurance as is afforded herein pay general in addition to the applicable limits of liability the company will

(b) with respect to such transportation insurance as is afforded herein pay general average and salvage charges for which the named insured becomes legally liable on reline covered automobile of the grivate passenger type (not used as a public of the tental of a substitute for sale by an automobile of the grivate passenger type (not used as a public of the company and the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating regardless of expiration of the police and terminating the tended under each covered automobile and a land motor vehicle and one or more trailers or semitialities at respects limits of inability and any deductible provisions applicable thereto

SUPPLEMENTARY PAYMENTS

Interest the Combined Additional coverage \$25 shall be deducted from the amount of each loss caused by malicrous mischief or vandalism.

The company will pay under

The company will pay under

COVERBEE V TOWING — for towing and labor costs necessitated by the disablement of covered automobiles provided the labor is performed at the place of disablement

(a) windstorm hair earinquake of explosion (b) toot or civil commotion

(c) the forced landing of salling of any sircialt or its parts or equipment (c) the forced landing or tailing of any sircialt or its parts or equipment (f) external discretage of water (f) external discretage of water (f) external discretage of water (f) under the comprehensive coverage (except as to loss from any of the causes described in the fire Lightning or Transportation coverage) and under the Collision coverage such payment shall be only for the amount of each loss in excess of the deductible amount if any stated in the schedule as applicable thereto.

The company will pay for loss to covered automobiles under to converge breakes automobiles under to company will pay for loss to covered automobiles and loss caused by including with a but of the toring and cause except collision and to trivial objects fire their or lasceny windstorm hail earthquake explosion riot or civil commotion malicious mischief or vandalism water flood or colliding with a bird of animal shall not be deemed loss caused by collision.

COVERACE of the fire Lichthing of the covered automobile is being transported by the stranged or converged by collision or detailment of any windstraing collision or detailment of any conveyance in lossied or smudge due to a sudden unusual and faulty operation of any fixed located or converged by the strange guinement serving the premises in which the covered automobile is located or lighting equipment serving the premises in which the covered automobile is or located or lighting equipment serving the premises in which the covered by wind located or lighting sanking sanking saring equipment serving the covered automobile is beautiful to result of any fixed automobile in the covered automobile is altered by mindstorm hail earthquake or explosion of or civil commotion (c) the forced landing or falling of any aircraft or its parts or equipment or civil commotion (d) malicious mischief or vandalism (e) any aircraft or its parts or equipment (d) malicious mischief or vandalism

COVERACE ACREEMENTS

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes

Terms of Insurance Conformed to Statute

o traver insurence if the insurence against a less covered by this insurance if the insurance for a greater proportion of such the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability of all valid and collectible insurance against such loss applicable limit of liability of all valid and collectible insurance against such loss provided however with respect to any covered automobile newly acquired during the policy period and not described in the schedule this insurance shall not apply to any provided however with respect to any covered automobile newly acquired during the policy period and not described in the schedule this insurance and insurance has been to a Benefit to Bailee

None of the provisions of this insurance shall inute directly or indirectly to the benefit of any carrier or other bailee for hire

Y serms of insurance Confirmed to Statute

Offier lasurance

No action shall lie against the company unless as a condition precedent thereto their shall have been full compliance with all the terms of this insurance nor until 30 days after pool of loss is filed and the amount of loss is determined as provided in the terms of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the

to appraisar

company shall not be held to have waived any of its rights by any act relating angmu pne

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filled demand an appraisal of the loss in auch event the named insured and the company shall each select a competent and disinterested umpire. The appraisance shall select a competent and disinterested umpire. The appraisance is all state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two agree shall submit their differences to the named insured and the company shall each and consorn appraisate and shall be expensed in the submitted and the special shall be appraised and unsured.

leztenggå

but there shall be no abandonment to the company

(c) take all or any part of the damaged or stolen property at the agreed or appraised

(a) tepair or replace the damaged or stolen property or (b) return at its expense any stolen property to the named insured with payment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or (c) take all or any nort of the damage thereto at the property (c) take all or any nort of the damage.

With respect to any loss covered by this insurance the company may pay for said

Payment for Loss

but the named insured shall not except at his own cost voluntarily make any payment assume any obligation offer or pay any reward for recovery of stolen properly or incur any expense other than as specifically provided in this insurance

(d) cooperate with the company and upon the company s request shall assist in making successive with the company and upon the endorcing any right of contribution or indemnity against any person or organization who may be liable to the named in sure decisions of loss with respect to which this insurance applies and is altend after a materiage and the same and assist in secuting and giving evidence and is altendance of witnesses.

The indemnity against any person or organization who may be liable to the named in a secuting and giving evidence and shall altendance of witnesses.

(a) project the covered automobile whether or not this insured splines to the loss and any further loss or damage due to the mamed insured a failure to protect shall and but the tecoverable under this insurance reasonable expenses incurred at the company size to the company or say of its authorized so notice thereof as soon as practicable to the company or equest form and including such information as the company in the event of their or farceny to the police form and including such information as the company are assonably require and form and including such information as the company and submit to expons the company and submit to expons the company and submit to the police and information as the company are company as the company and submit to expense the company and submit to expense the company and submit to expense the company and submit to expense the company and submit to expense the company are company as the company and submit to expense the company are company and unformation and the company are company as the company are company as the company are company as the company are company and submit to expense the company are company as the company are company and submit to expense the company are company as the company are company and are company and are company are company as the company are company as the company are company and are company as the company are company as the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are considered to the company are c

In the event of loss the named insured shall

Named Insured s Duties in Event of Loss Conditions

CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation, Changes Assignment 'Cancellation of Declarations This insurance shall also be subject to the following additional ponditions:

piesznie sug pnziuezz wesuz betzousi biesznie jamily sug pnzinezz nze

commercial means use principally in the business occupation of the named in family and other business purposes s asu to sesogrud of se

private passenger type means a 4 wheel land motor vehicle of the private passen ger or station wagon type as the private passen of second type.

but covered automobile does not include a vehicle owned by or registered in the specifically stated otherwise by endorsement forming a part of the policy specifically stated otherwise by endorsement forming a part of the policy means a 4 wheel land motor vehicle of the private nassengater true means a 4 wheel land motor vehicle of the private nassengates.

commercial type means in the truck pick up express sedan or panel delivery type including truck type tractors training and semitraliers used for the transportation or delivery of goods or merchandise or for refail or wholesale delivery of goods or merchandise or for other business purposes or too other business purposes or covered automobile means a land motor vehicle trailer or semitralier including its equipment and other equipment and other personal effects), which is either or semitralier including to description or otherwise as a covered automobile of a description or otherwise as a covered automobile of this insurance applies and is a server or otherwise as a covered automobile of miner this insurance applies and is a server or otherwise as an operator employed to which this insurance applies and is a server or otherwise or or owner to use such by the named insured for a term of not less than one year under an vehicle during the term of such lesse except either as an operator employed or server or owner to use such the named insured or for its repair or exchange or the named insured or its repair or exchange or the named insured during this insurance applies to all covered automobile or as of the date of its delivery first insurance applies to all covered automobiles and action or an or the date of its delivery the named insured notlines the company within 30 days following such delivery date.

commercial type means

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters collision means (i) collision of a covered automobile with another object or with a vehicle to which it is attached or (ii) upset of such covered automobile a vehicle to which it is attached or (iii) upset of such covered automobile

the policy) When used in reference to this insurance (including endorsements forming a part of

ADDITIONAL DEFINITIONS This insurance applies and y to loss which occurs during the policy period while the sulomobile is writhin the United States of America its ferrifories or posses sindemobile described in the schedule is maintained and used for the purposes stated the proposes stated to the proposes stated to the proposes stated to the proposes stated the proposes stated to the proposes stated the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the proposes of the

III POLICY PERIOD TERRITORY PURPOSES OF USE



This endorsement forms a part of the Policy to which attached effective from its date of issue unless otherwise stated herein

Insured

Elixir Industries, Inc

X AETNA INSURANCE COMPANY

AETNA FIRE UNDERWRITERS INSURANCE COMPANY

Policy Number

CG 60 83 50

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy

#### **ENDORSEMENT**

## It is agreed that the Limits of Liability for Uninsured Motorists Insurance are as follows

	State	<u> L</u>	mits		Coverage
1	Alahama	10,000		Person	Bodily Injury
		20,000	Each	Accident	
2	Arizona	10,000	Each	Person	Bodily Injury
		20,000.	Each	Accident	
3	California	15,000.	Each	Person	Bodily Injury
		30,000	Each	Accident	
Ъ	Colorado	15,000	Each	Person	Bodily Injury
		30,000	Each	Accident	3
5.	Florida	15,000	Each	Person	Bodily Injury
·		30,000	Each	Accident	
6	Idaho	10,000	Each	Person	Bodily Injury
		20,000	Each	Accident	· - •
7	Indiana	15,000	Each	Person	Bodily Injury
		30,000	Each	Accident	
8	Kansas	15,000	Each	Person	Bodily Injury
		30,000	Each	Accident	
9	Minnesota	25,000	Each	Person	Bodily Injury
-		50,000	Each	Accident	
10	North Carolina	15,000	Each	Person	Bodily Injury
		30,000	Each	Accident	
		5,000	Each	Accident	- Property Damage
11	Oregon	10,000.	Each	Person	Bodily Injury
	•	20,000.	Each	Accident	
12	Permsylvania	10,000.	Each	Person	Bodily Injury
	-	20,000	Each	Accident	
13	Texas	My	Each	Person	Bodily Injury
		7.1	Each	Accident	~ 7 <b>3 4 6 6</b> 6
14.	Washington	15,000.	Each	Person	Bodily Injury
		-		Accident	* * **
15	Wisconsin	15,000.	Each	Person	Bodily Injury
				4	

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

30,000 Each Accident

F cm 2-040-206 Ed July 69 Printed in U S A

**"AUDIT ADJUSTMENT STATEMENT** ÆTNA INSURANCE COMPANY
HARTFURD CONNECTICUT Wilshire Insurance Age() EXPIRAT ON OR CANCELLATION 7-1-76 POL CY EF AUD TPER OD NOTE ALL PREMIUMS 7-1-75 FROM 7-1-75 то 7-2-75 CG 608350 SHOWN HAVE BEEN FULLY PP NUMBER NTSCODENO EARNED PAYMENT IS THERE FORE DUE IMMEDIATELY ON 65-05097 Elixir Industries Inc Aetna PRESENTATION OF THIS BILL ACTUAL EARNED PREMIUM CLASS CODE CLASSIFICATION STATE EXPOSURE RATE PREMIUM 137,218 Ca Composite Rate 16,143,250 85 RENEWAL POLICY NUMBER SUMMARY OF PREMIUM ADJUSTMENT REV/TYP TOTAL EARNED PREMIUM 137,218 NS/gml TOTAL REPORTED PREMIUM 98,600 Note that cred t is gi en for all p ev ous ON FINAL charges If these have not been paid to ADDITIONAL DUE COMPANY **ADJUSTMENT** Agent he should render his bil showing 38,618 Total Earned Premium less actual cash rece ed from the Assured RETURN DUE ASSURED

~ 18 - 45 For 4

Jy 6/1/17



This endorsement forms a part of the Policy to which attached effective from its date of issue unless otherwise stated herein

Insured

Elixir Industries. Inc.

AETNA INSURANCE COMPANY

AETNA FIRE UNDERWRITERS INSURANCE COMPANY

Policy Number

CG 60 83 50

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy

#### **ENDORSEMENT**

## Endorsements and Additional Coverage Parts

A304a, 2-610-437, A308, 19106, 2-610-373a, A308, 19106, Composite Rate Endorsement, 2-610-373a, 2-610-356b, 2-610-427a, 2-040-206, 19488, 2-610-312, 040-387, 2-040-202, 19187, A19623, A19624, 19132, 2-650-346, 19487, 19492, 19288, 2-650-541, A207, GU9228, 158K, 19141, A465, A208, A204, A297, 600-71, 610-525, 158M, 158L, A925, TX03-18, 2-610-437, A18832, A290, 2-610-359a, 610-433, 610-531, 610-556, A298, 2-610-491, 610-571, R4413, 2-600-211, 610-549, A18856c, A202, A477, 2-610-470, L6312a, L6950D, L9246, L6126, GU6870E, A400, L9109, 600-84b, A4204b, 610-565, A303, 2-610-483

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Form 2-040-206 Ed July 69 Printed in U.S.A.



This endorsement forms a pa	rt of the Policy	to which attached effective from its da	: ite of issue unless oth	nerwise stated herein			
Insured							
Elixir Industrie	s. Inc.						
AETNA INSURANCE	COMPANY						
AETNA FIRE UNDER		URANCE COMPANY	CENTURY INDEMNITY COMPAN				
Policy Number	End. No	Date		Effective on and after 12 00 Noon			
CG 60 83 50		7/1/1975 Standard Time 🗍 12 01 A					
ALWAYS REQUIRED	The inform	ation above is required only when this end	dorsement is issued si	ubsequent to the effective date of the Policy			

#### **ENDORSEMENT**

#### Transportation and Use of Owned Vehicles by Employees

It is hereby agreed that coverage is afforded as respects the use of insured vehicles for the transportation of employees to and from work with the provision that the only exchange of money is to defray the expense, i.e., gas, oil, etc., as they would incur if they were operating their own vehicle. This deletes the Exclusion regarding Public and Private Livery Conveyance as long as this condition and circumstance exists

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Form 2-040-206 Ed July 69 Printed in U.S.A.



This endorsement forms a pa	rt of the Policy	to which attached effective from its da	te of issue unless otherwise stated herein
Insured Klixir Industries	s, Inc		
▲ AETNA INSURANCE  □ AETNA FIRE UNDER		JRANCE COMPANY	☐ CENTURY INDEMNITY COMPANY
Policy Number 50	End No	Date <b>7/1/1975</b>	Effective on and after [] 12 00 Noon Standard Time [] 12 01 A M
ALWAYS REQUIRED	The in form	along about a secured only when this and	forcement so a could subsequent to the effective date of the Deli-

#### **ENDORSEMENT**

#### Extended Physical Damage Endorsement

It is hereby agreed that Al2la Automobile Physical Damage Insurance (Fleet Automatic) is extended for Comprehensive and Collision at the applicable Deductible to sums which Klixir Industries, Inc., A California Corporation, shall become legally obligated to pay as damages to others for loss as defined by Comprehensive and Collision Coverage to any motor vehicle, automobile, truck, vehicle, licensed or designed principally for Highway use, while hired, leased, rented to, used by, loaned to or borrowed by and not owned by the named insured, has physical control subject to the provisions of the extended endorsement. A limit of 30,000, per vehicle is applicable.

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

Form 2-040-206 Ed July 69 Proted in U.S.A.



This endorsement forms a part of the Policy to which attached effective from its date of i such	e unless otherwise stated herein
Insured ELIXIR INDUSTRIES, INC , A CALIFORNIA CORPORATION	N
AETNA INSURANCE COMPANY  AETNA FIRE UNDERWRITERS INSURANCE COMPANY	CENTURY INDEMNITY COMPAN

Policy CG 60 83 50 1 7-1-75

Effective on and after [] 12 00 Noon Standard Time 2 12 01 A M

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy

#### **ENDORSEMENT**

# "A M E N D E D" EXTENDED PHYSICAL DAMAGE ENDORSEMENT

IT IS HEREBY AGREED THAT A121s AUTOMOBILE PHYSICAL DAMAGE INSURANCE

(FLEET AUTOMATIC) IS EXTENDED FOR COMPREHENSIVE AND COLLISION AT THE

APPLICABLE DEDUCTIBLE TO SUMS WHICH ELIXIR INDUSTRIES, INC., A CALIFORNIA

CORPORATION, SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES TO OTHERS FOR

LOSS AS DEFINED BY COMPREHENSIVE AND COLLISION COVERAGE TO ANY MOTOR VEHICLE,

AUTOMOBILE, TRUCK, VEHICLE LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE,

WHILE HIRED, LEASED, RENTED TO, USED BY, LOANED TO OR BORROWED BY AND NOT

OWNED BY THE NAMED INSURED, HAS PHYSICAL CONTROL SUBJECT TO THE PROVISIONS

OF THE EXTENDED ENDORSEMENT A LIMIT OF 30,000 PER VEHICEL IS APPLICABLE

MARIO, ISO

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

F rm 2-040-206 Ed July 69 Printed in U.S.A.

Authorized Agent

43.4

- works



with a my goog

This endorsement forms a pa	art of the Polic	y to which attached effect	ive from its date of issue un	less otherwise stated herein
Insured ELIXIR INDUST	RIES, INC	A CALIFORNIA C	ORPORATION, ET AL	
AETHA INSURANCE  AETHA FIRE UNDER		JPANCE COMPANY		CENTURY INDEMNITY COMPANY
Policy Number	End No	Date 7-1-75		Effective on and after   12 00 Noon Standard Time   12 01 A M
CG 60 83 50 ALWAYS REQUIRED	The informati		n this endorsement is issued si	ubsequent to the effective date of the policy
		ENDORSE	MENT	
F		THAT THE CONTRAC IS AMENDED AS FOL	TUAL LIABILITY I: Lows	nsurance coverage
		exclusion "d	IS DELETED	
				The Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contraction of the Contracti
If attached af	· ·	\ <b>/</b>	nits and conditions of the P itersigned by an authorized	olicy
			-	Authorized Agent

rm **2 040 202** Ed July 69 ated in U.S.A.

(Ed 1 74)

COMPREHENSIVE AUTOMOBILE LIABILITY INSUI

For attachment to Policy No. CG 60 83 50 ___, to complete said policy

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein subject to all the terms of this policy having reference thereto

1 Owner City and State Transmission Premium Basis — Premium Basis — Bedy Type and Model Track In Which the Automobiles — Premium Basis — Cost of Hire  Types Mired Automobiles — Premium Basis — Cost of Hire  Types Mired   Locations Where Automobiles   Will Be Principally Used   Of Use   Estimated Cost of Hire   Bi   Po    Tincl   Incl   Incl    Tincl   Incl   Incl   Incl   Incl    Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees   Class 1 Persons and Class 2 Employees   Incl   Incl   Incl   Incl    Class 2 Employees—Estimated Aver ge Number   Location of Needquarters of Class 2 Employees   Bi   Po    Class 2 Employees—Estimated Aver ge Number   Location of Needquarters of Class 2 Employees   Bi   Po    Tincl   Incl   escription of Hazards					Advance	Premiums	
Incl Incl Incl Incl Incl Incl Incl Incl		nium Basis — Per Auto				Bí	PD
Types Hired Locations Where Automobiles Will Be Principally Used Purposes of Use Estimated Cost of Hire BI PD  Incl Incl  Non-Owned Automobiles — Premium Basis — Class 1 Persons and Class 2 Employees  Clas 1 Pe sons—Nam of Each Loc to of H adq te s of P s s Nam d Here  Class 2 Employees—Estimated Aver ge Number Location of Headquarters of Class 2 Employees  Rates Per Employee  Rates Per Employee  BI PD	In Which the Automobile In Which the Automobile Will Be Pr ncipally Garaged Mo	r of Trade Name	Body Type and Model Truck Size Tank Gallonage Capac Ity or Bus Seating Capacity	Ser al Number	Purposes of Use	Incl	Incl
Class 2 Employees—Estimated Aver ge Number Location of Headquarters of Class 2 Employees Bi PD	Types Hired Loc  Non-Owned Automobiles —	cations Where Automobile W II Be Principally Used	s Purposes Est of Use  ass 1 Persons and Class 2 Emp	of Hi e BI	PD	Incl	Incl
BI PD				Rates Per	Employee	Incl	Incl
i i	Class 2 Employees—Estimated A	ver ge number Loc	action of Headquarters of Class 2 E				Incl [*]

Total Advance BI and PD Premiums & Incl. in Composite

Rate

When used as a premium basis

Class 2 employees means all employees including officers of the named insured not included in Class 1 persons

cost of hire means the amount incurred for (a) the hire of automobiles including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100 and for (b) pick up transportation or delivery service of property or passengers other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of cost of hire shall be 5% of the applicable hired automobile rates provided the owner of such hired automobile has purchased automobile. Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured.

Class 1 persons means the following persons provided their usual duties in the business of the named insured include the use of non owned automobiles (a) all employees in luding officers of the named insured compensated for the use of such automobiles by salary commission terms of employment or specific operating allowance of any sort (b) all direct agents and representatives of the named insured



This endorsement forms a part of the Policy to which attached effective from its date of issue unless otherwise stated herein

nsured

3-10-76 la

Form 2 040 202 Ed July 69 Printed in U.S A

AETNA INSURANCE	STRIES, INC. A CALIFORNIA COMPANY	CORPORATION
AETNA FIRE UNDERV	WRITERS INSURANCE COMPANY	☐ CENTURY INDEMNITY COMPANY
Policy Number	End No Date	Effective on and after $\Box$ 12 00 Noon Standard Time $\Box$ 12 01 A M
60 83 50 ALWAYS REQUIRED	The information above is required only whe	m this endorsement is issued subsequent to the effective date of the policy
	i ENDORSI	EMIENT
	11,001,01	
	named insured i	endorsement
		The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
IT IS HEREBY AC	creed that the named insur	RED IS AMENDED TO INCLUDE R & L EXTRUSIONS
IRC KLIXIR W	INDOW CORPORATION ELIXIR	EXPLORATION CORPORATION WHOLLY OWNED
SUBSIDIARY OF A	ELIXIR INDUSTRIES INC , A	CALIFORNIA CORPORATIO (
		RLCE
		MARIJU
		4 0

Subject otherwise to all the terms limits and conditions of the Policy

If attached after issuance of Policy not valid until countersigned by an authorized agent of the Company

327 6

FAKE	COVERACE
TOAG	30863400

INDUKANUE	MULUKISIS	UNINGOUNED

21103		
to complete said policy	CC 60 83 50	or attachment to Policy No

* 44.5

		eterence thereto	this policy having re	the terms of	subject to all t	lated herein	s se aq jjei
The limit of the com ary s liability against such Coverag	premium charge	indicated by specific f	ollowing Coverage as	it edit to the f	only with respi	e afforded is	ות לעל אחכ
	ANOZIAA	2CHEDOLE					

に NED	ers UM and a highway vehic	the named insured to amout insured to amout by the named insured by the named insured by the price plates issued to the grated in the declarations of the policy by the letting insured as a replacement therefor the name of the interpretations.	The policy period by the name police to w
	(Check appropriate box)	Description of Insured Highway Vehicles	
sance Premum 5 Included	vbA lssoT		Designated Insured
sance Premum 5 Included	vbA lsioT		Form numbers of endorsements a
esch scadent   5 Included sance Premum 5 Included			

of bodily injury sustained by two or more persons as the result of any one accident to each accident is the total limit of the company s liability for all damages because respecting each person, the limit of liability stated in the schedule as applicable by one person as the result of any one accident and subject to the above provision limit of the company s liability for all damages because of bodily injury sustained (a) The limit of liability stated in the schedule as applicable to each person is the

spall be reduced by sustained in an accident by a person who is an insured under this coverage (b) Any amount payable under the terms of t is insurance because of bodily injury

(1) all sums paid on account of such bedily injury by or on behalf of

(ii) any other person or organiz tion jointly or severally liable together (i) the owner or operator of the uninsured highway vehicle and

including all sums paid under the bodily injury liability coverage of the policy with such owner or operator for such bodily injury

(2) the amount paid and the present value of all amounts payable on account

benefits law or any similar law of such bodily injury under any workmen's compensation law disability

person or organization who is an insured under the bodily injury liability coverage reduction of the amount of damages which he may be entitled to recover from any (c) Any payment made under this insurance to or for any insured shall be applied in

paid or payable under the medical payments coverage of the policy of an uninsured highway vehicle which represents expenses for medical services damages which the insured may be entitled to recover from the owner or operator (d) The company shall not be obligated to pay under this insurance that part of the

IN POLICY PERIOD TERRITORY

V ADDITIONAL DEFINITIONS

and within the United States of America its territories or possessions or Canada This insurance applies only to accidents which occur during the policy period

bact of the policy) When used in reference to this insurance (including endorsements forming a

designated insured means an individual named in the schedule under Desig

highway vehicle means a land motor vehicle or trailer other than nated insured

(a) a farm type tractor or other equipment designed for use principally off

public roads while not upon public roads

(b) a vehicle operated on rails or crawler-treads or

(c) a vehicle while located for use as a residence or premises

(a) there cannot be ascertained the identity of either the operator or owner of a vehicle which the insured is occupying at the time of the accident provided insured arising out of physical contact of such vehicle with the insured or with pit sug tou Acutole means a highway vehicle which causes bodily injury to an

24 hours to a police peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the company within 30 days (b) the insured or someone on his behalf shall have reported the accident within ency pigpway vehicle

## I COVERAGE U-UNINSURED MOTORISTS

(Damages for Bodily Injury)

and the company or if they fail to agree by arbitration amount thereof shall be made by agreement between the insured or such representative insured or such representative is legally entitled to recover such damages, and if so the vehicle provided for the purposes of this coverage determination as to whether the highway vehicle because of bodily injury sustained by the insured caused highway and arising out of the ownership maintenance or use of such uninsured highway legally entitled to recover as damages from the owner or operator of an uninsured The company will pay all sums which the insured or his legal representative shall be

action prosecuted by the insured with the written consent of the company the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an additional the insured is legally entitled unless such judgment is entered pursuant to an additional to the insured is legally entitled unless such judgment is entered pursuant to an additional to the insured is legally entitled in the insured is the insured in the insured to the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insured in the insu tor the bodily injury shall be conclusive as between the insured and the company of No judgment against any person or organization alleged to be legally responsible

**EXCINZIOUS** 

representative or any person entitled to payment under this insurance shall (a) to bodily injury to an insured with respect to which such insured his legal This insurance does not apply

sured or any relative resident in the same household as the named or desig an insured highway vehicle) owned by the named insured any designated in (b) to bodily injury to an insured while occupying a highway vehicle (other than or organization who may be legally liable therefor without written consent of the company make any settlement with any person

(c) so as to inure directly or indirectly to the benefit of any workmen s compensa struck by a highway vehicle owned by a designated insured or his relatives nated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or it

any similar law self insurer under any workmen's compensation or disability benefits law or tion or disability benefits carrier or any person or organization qualifying as a

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth

same household the spouse and relatives of either (a) the named insured and any designated insured and while residents of the

(p) any other person while occupying an insured highway vehicle and

minth to which this insurance applies sustained by an insured under (a) or (b) (c) any person with respect to damages he is entitled to recover because of bodily

respect to the limits of the company's liability The insurance applies separately with respect to each insured except with

III LIMITS OF LIBBILITY

swollot as batimit a Regardless of the number of insureds under this policy the company's liability

(1940)

thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is una certainable and setting forth the facts in support thereof and

(c) at the company's request the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident

#### insured highway vehicle means a highway vehicle

- (a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above when will horawn from normal use because of its breakdown repair servicing loss or destruction
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household

#### but the term insured highway vehicle shall not include

- (i) a vehicle while used as a public or livery conveyance unless such use is specifically declared and described in this policy
- (ii) a vehicle while being used without the permission of the owner
- (iii) under subparagraphs (b) and (c) above a vehicle owned by the named insured any designated insured or any resident of the same household as the named or designated insured or
- (iv) under subparagraphs (b) and (c) above a vehicle furnished for the regular use of the named insured or any resident of the same household

#### occupying means in or upon or entering into or alighting from

state includes the District of Columbia a territory or possession of the United States and a province of Canada  $\,$ 

#### uninsured highway vehicle means

- (a) a highway vehicle with respect to the ownership maintenance or use of which there is in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent or
- (b) a hit and run vehicle

but the term uninsured highway vehicle shall not include

- (i) an insured highway vehicle
- (ii) a highway vehicle which is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law motor carrier law or any similar law
- (iii) a highway vehicle which is owned by the United States of America Canada a state a political subdivision of any such government or an agency of any of the foregoing

#### VI ADDITIONAL CONDITIONS

#### A Premium

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid the named insured shall pay the excess to the company if less the company shall return to the named insured the unearned portion paid by such insured.

#### B Proof of Claim Medical Reports

As soon as practicable the insured or other person making claim shall give to the company written proof of claim under oath if required including full particulars of the nature and extent of the injuries treatment and other details entering into the determination of the amount pavable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians se lected by the company when and as often as the company may reasonably require and he or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute

authorization to enable the company to obtain medical reports and copies of records

#### C Assistance and Cooperation of the Insured

After notice of claim under this insurance the company may require the insured to take such action as may be necessary or appropriate to preserv his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury and in any action against the company the company may require the insured to join such person or organization as a party defendant

#### D Notice of Legal Action

If before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded imme diately to the company by the insured or his legal representative

#### E Other Insurance

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance

Except as provided in the foregoing paragraph if the insured has other similar insurance available to him and applicable to the accident the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance

#### F Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured or do not agree as to the amount of payment which may be owing under this insurance then upon written demand of either the matter or matters upon which such person and the company do not agree shall be settled by arbitration which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance

#### G Trust Agreement

In the event of payment to any person under this insurance

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights
- (d) if requested in writing by the company such person shall take through any representative designated by the company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization such action to be taken in the name of such person in the event of a recovery the company shall be reimbursed out of such recovery for expenses costs and attorneys fees incurred by it in connection therewith
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision

#### H Payment of Loss by the Company

Any amount due hereunder is payable

- (a) to the insured or
- (b) If the insured be a minor to his parent or guardian or
- (c) If the insured be diceased to his surviving spouse otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents

provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof

[AUTHENTIC]

**A277** (Ed 174)

# CP 03 55 (Ed 1 74) DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

GARAGE INSURANCE

	20ut	DULE	
Coverage		Deductible Amount	Basis
<b>Bodily Injury</b> Liability	\$		each claim
	\$		each occurrence
Property Damage Liabilit	v \$	250	each occurrence

#### It is agreed that

- 1 Under any coverage for which a deductible amount is designated in the schedule of this endorsement the company shall be liable up to the limit of liability stated in the policy only for the amount of damages otherwise payable thereunder in excess of such deductible amount
- 2 All the other terms of the policy shall apply as if the company were liable for such deductible amount
- 3 The deductible amounts stated in the schedule apply as follows
  - (a) PER CLAIM BASIS—If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability Coverage to all damages because of bodily injury sustained by one person as the result of any one occurrence
  - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible applies
    - (i) under the Bodily Injury Liability Coverage to all damages because of all bodily injury or
    - (ii) under the Property Damage Liability Coverage to all damages because of all property damage as a result of any one occurrence
- 4 The company shall pay all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which has been paid by the company

This endorsement must be attached to the Change Endorsement when issued after the policy is written

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A277 (Ed 1 74)

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to complete said policy

SCHEDULE

Itam 1 The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The Jimit of the company a liability against each such coverages shall be as stated herein subject to all the terms of this policy having reference thereto

	Coverages		Hazards			Limits of Liability	Advance Premium
	n ref		tions including le Hazard 1			COM P	et + ire
fames	Garage Liability		Automobile Hazard 2  Garage operations including Automobils Hazard 1			Per thousand dollars each person of thousand dollars each occurrence No 2-650-341	
Liability							
	H—Property Damage Liability	Automobil	le Hazard 2			thousand dollars each occurrence ject to \$100 deductible as set h in Limits of Liability provision	\$ Incl
Expenses for	1-Automobile Medical Payments	·	Premium Rate	*		dollars each person	\$
Medical Services	1 & J-Automobile & Premises Med	ical Payments	Percentage of Coverage & Premium	×		\$ 1 11	
	K 1—Fire and Explosion	1	177	mit per local	ion as state	d in item 3 subject to (* pag pe	\$ Incl.
Garagekeepers	K 2-Theft of the entire automob	lle i	1			ty it it it it it	\$ ( Incl )
Legal Liability	K 3—Riot and Vandalism	1	Cov	eraga K3—\$	25 vandalism	1 deductible I zais	; Incl
	K-4-Collision or Upset		Cov	erage K4- \$	250	deductibleLimit of Hability	; Incl.
erm numbers of e	idersements attacked at issue		incl	udes \$5000 lii	mit for less	o property other than astemphiles	<u>'</u>
						Total Advance Premium	i Incl. in

Item 2 (a) All automobiles owned by the named insured are used principally in garage operations of the named insured except automobiles (1) assigned to the above insures a partner there in or a member thereof or an executive officer thereof or if a resident of the same household the spouse of a y of them or (2) furnished to any person or organization named in paragraph (b) below

(b) Automobiles owned by the named lassred are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the names lassred any partner member executive officer or if a resident of the same household the spouse of any of them unless more than, one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one) ent 3 il g Jeom

itam 3 The following are the addresses of all premises where the named lessred conducts garage operations (if more than two see Schedule attached.) c

Carage Liability							
Lec	Milross	Promium Basis		Rates		Advance Premium	
No	(Show main sales location if any as location No 1)		Casalaka e	Coverage & Coverage H			
<u> </u>		Class Rem	uneration   Per \$100	of Remuneration	Coverage E	Coverage N	
1	All Locations	<b>A</b>	<b> \$</b>	<b> \$</b>	; Incl	; Incl	
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L		Furnished Astemobile	ş	†  \$   †			
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<b>.</b>			\$	\$	\$	\$	
Lec	Garagekeepers Legal Liability		Minimum Premiums				
No	Mimm W 1C tmrs A tm bil St d Limit si	Liability	Coverage &	Caverage H	Coverage 1	Coverage 1 & J	
ı	All Locations th	ousa d dollars	\$ Incl	\$ Incl	: Incl	; Incl	
2	71-100 60 th	ousand dollars		1Per Aut			
When	used as a premium basis						

When used as a premium basis remuneration earned during the policy period by each Class A employee and each Class C employee of the mamed insured subject to an average weekly maximum of \$100 and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per a num with respect to Non Dealer Risks (Hazard 2) Class A means all clerical office employees
Class B means all proprietors and officers active in the business and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured and all salesmen general managers service managers and chaufleurs
Class C means all other employees

GARAGE LIABILITY
COVERAGE 6-BODILY INJURY LIABILITY COVERAGE H-PROPERTY DAMAGE LIABILITY The company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of

become legally obligated to pay as damages because of

G bodily injury or H property damage
to which this insurance applies caused by a securrence and arising oit of garage operations of ding only the aetomobile bazard for hich surance is afforded as indicated in the sched le and the company shall have their ghit and duty to defend any suit against the leasared seeking damages on account of such bodily lajery or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any calam or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements Exclasions.

In a insurance does not apply under the Garage Liability Co erages. (a) to lability assumed by the I seried undor any contract or agreeme tie cept a incidental centract but this e clusion does not apply to a arranty of litness or quality of the named insureds products or a warranty that work performed by or on behalf of the named insured will be done in a workmainke manner.

(b) to bedily laipry or property damage arrang out of the ownership maintenance operation use loading or unloading of any escalator at premises on met rented or controlled by the named insured but this eleus on does not apply to an escalator at premises which the named insured owns rents or controls only in part unless the named insured operates maintains or controls the escalator.

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmens compensation unemployment compensation or disability benefits law or under any similar ta.

(d) to bedily laipry to any employee of the insured arising out of and in the course of his employment by the liastered or any obligation of the insured to indeminify another because of damages arising out of such i jury but this eclusion does not apply to (1) any such jury arising to it of and in the course of his employment by the liastered under an incidental cantract.

(a) to be provided under any workmens compensation law or (2) tability assumed by the liastered under an incidental cantract.

(b) to beddy lajury or property damage arising out of the ownership maintenance operation use loading or unloading of any.

(1) ha la ay tank truck or tank trailer (or any vehicle used the eith) of ned hired on held for sale by the liastered under an incidental cantract.

(c) to beddy lajury or property damage arising out of the ownership maintenance operation and any stunding activi

premises o ned by rented to or controlled by the named insured

(4) a craft

(5) to bed by injury or property damage arising out of a diocurring in the coirse of strictical attentions new construction or demotion operations performed for the name do insured by i dependent contractors or acts or omissions of the named insured coincides of the control of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coincides of the coin

(1) property o ned by rented to or held for sale by the insured or (2) property in the care custody or co trol of or being transported by the insured or property as to which the insured a for any purpose exercing physical control but part (2) of this exclusion does not apply to property damage arising out of the ownership maintenance or use at the pramises of any autemabile servicing holist designed to raise the entire autemability or to such insurance as its afforded for the use of leavators at the premises.

(h) to property damage to pramises alienated by the named insured arising out of such pre-lease or any pat thereof.

() to loss of use of lang bis property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or.

(2) the failure of the named insured a preducts or work performed by or on behalf of the named insured to meet the level of performance quality fitness or durability warranted or represented by the named insured after such products or the sudden a discincted physical injury to or destruction of the named insured a preducts or or one performed by or on behalf of the named insured are such products or or one performed by or on behalf of the named insured are such products or or one performed by or on behalf of the named insured are such products or or one performed by or on behalf of the named insured are such products or or one performed by or on behalf of the named insured are such products or one performed by or one behalf of the named insured are such products or one performed by or one work or named performed by or one of the named insured are such products or one performed by or one of the named insured are such products or work form a part, thereof at the time possess on a reliquished to the buthdrawal inspection repair replacement or loss of use of the named insured or of any property of which such products or work form a part. If such products work or property are withdrawn

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g selling or serving alcoholic be erages or
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or escape of smoke, vapors soot, fumes acids alkal stoxic chemicals liquids or
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land the atmosphere or any watercourse or body of water; but this exclusion does
not apply if such discharge of appersal release or ascape is sudden and accidental
II EXPENSES FOR MEDICAL SERVICES
COVERAGE 1—PREMISES MEDICAL PAYMENTS
The company will pay all reasonable medical espasse incurred within one year from
the date of accident

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### FLORIDA AUTOMOBILE REPARATIONS REFORM ACT

(Amendatory Endo m t)

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## SECTION I

#### PERSONAL INJURY PROTECTION

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# LYINISURED MOTORISTS INSURANCE (North Carolina)

reconstruction of the payment of the premium or his endotsement the company afrees with the named insured subject to the limits of hability

#### SCHEDNIE

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\$15 000 each person \$30 000 each accident

Property Damage \$5 000 each accident

Bodily Injury innits of Liability

te additional premium for this endorsement is \$

## INSURING ACREEMENTS

Uninsured Automobile The term uninsured automobile mean an automobile of object to dainsges for bodily injury and property dam sge maintenance or use of which there is an at least the amounts an automobile or other vehicle with respect to the owners in a least the amounts continua Motor Vehicles on the with the Moth Vehicles on the with the Moth Vehicles on the with the Moth Vehicles on the with the Moth Carolina Motor Vehicles on the with the Moth Carolina Commissioner of Motor Vehicles not this a bodily injury and property damage lisbility bond or insurance policy applicable of the continuation of motor vehicles on the activities of vehicle of the order of such automobile or vehicle of the continuation the continuation but the company writing the same either (a) den establish respon ible for the use of such automobile or vehicle or make payment because of insolvency occurring within three transpired to the make payment because of insolvency occurring within three courses of the certification of tinancial insurer whose name appears on the certification of tinancial accident with the insured that such other motor vehicle involved in an escudent with the insured that such other motor vehicle with the scrident with the insured that such other motor vehicle with the insured that the insured state the time of the secudent with the insured that the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the secudent with the insured to the time of the time of the time that the insured to the time that the insured to the time that the insured to the time that the insured to the time that the time that the time that the time that the time that the time that the time that the time that the time tha Dama es for Bouily injury and Property Damage Caused By Uninscred Automobiles by the named insured or by any resident of the same house

To pay all sum which fire insured or his legal repre cultives shall be egally cutilified to recover as daniages from the owner or operator of an unin ured automobile because of

(a) bodily injury sickness or disease including death resulting there from hereinalter called bodily injury sustained by the insured to metalted bodily injury to or destruction of the property of us insured the represent of the property dam self is called property damage with a limit in the property dam all insureds in any one accident as set forth in the property dam all insureds in any one accident as set forth in the property dam age schedule of this endorsument and subject for each insured an exclusion of the first One Hundred Dollars (100) of such against a set of the first one schedule of this endorsument and subject for each insured against a set of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the first one schedule of the

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for the purpose, of this endorsement determination as to whether the natured or such representative is legally entitled to recover such damages and is company or if they fail to the insured or such representative shall be made by aprecinion between the insured or such representative and the company or if they fail to the insured or such representative and the company or if the insured elects not to statisfie the insulity of the company shall be determined only in action to determine whether an automobile is an un naured automobile in action to determine whether an automobile is an un naured automobile as party ucleudant.

Definitions

(a) insured With respect to the bodily injury coverage afforded under this chaosement the unqualified word insured means house to an amed insured and while residents of the same house his spouse and the relatives of either hold his spouse and the relatives of either and the resumpting an insured automobile and

noid his spouse and the criatives of either automobile and for cree of oss of services because of bodily injury to which to espect to care o loss of services because of bodily injury to which this endorsement applies this endorsement applies of the cepect to the property danage coverate inforded under this endor chich the property danage coverate inforded under this choos into the named insured or his spouse if a resident of the same hous hold.

(1) The named insured or his spouse if a resident of the same four shold.

(2 any other person using an insured automobile

ispility the insurance applies paralely with respect to each insured under this cadorse is oil that neither this provision nor application of the insurance to cadorse is it but neither this provision nor application of the company s in ore than one insured shall operate to increase the limits of the company s

Insured Automobile The term insured automobile means

(b) Insured Automobile Which as of the inception date of this endarse not an automobile which as of the inception date of this endarse control is reprefered or principally gaisped in Morth Carolina during the policy period and which is owned by the named insured or by his spouse if a resident of the policy period and which is owned by the named insured or by his spouse if a resident of the policy analysis.

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nr no solution to the mines of the monthly used no nationabile which is temporarily used no nationabile which is described in sulpharagraph (1) above when withdrawn from normal use because of its breakdown to provide loss or destruction or the national and other sulomobile while being oper it a by the named insured or by his spouse it a resident of the same incured or by his spouse it a resident of the same household

(i) an automobile while used as a public or livery conveyance but the term insured automobile shall not include

conditions are avoid (2) and (2) and one of the insulanious unless of the used by or with the permission of the insulation of the source of a resident of the same houseluble or (ii) under subparagraphs (2) and (3) above an automobile owned

This endorsement does not apply

(a) to addity injury to or destruction who may be tegally liable shall without written consent of the company in its any settle shall without written consent of the company in its any settle shall without written consent of the company in its any settle shall without written consent of the company in its any settle shall written consent of the company in its any settle.

III Policy Period Territory

(b) so as to inuite directly or indirectly to the benefit of any working or as to inuite directly or indirectly to the benefit of any working is compensation or disability benefits law or any similar law compensation or disability benefits law or any similar law (c) so as to inuite directly or indirectly to the benefit of any insurer displaying the property.

This endorsement applies only to accidents which occur on and after the effective date hereof during the policy puriod and within the United States of America its territories or possessions or Canada

(1) State The word state includes the District of Columbia a ter ritory or possession of the United States and a province of Canada

(e) Occupying The word occupying means in or upon or entering into or alighting from

off public roads except while actually upon public roads are off public roads except while actually upon public roads except while and fun automobile are an accubant resulting in bodity injury to an insured or actually an insured is a nationabile other than the insured is occupying at the time of the with a vehicle which the insured is occupying at the time of the accident provided (i) there cannot be ascertained the identity of active the operator or the owner of such interesties are insured or as soon fiberesties are insuperposed in the company of Motor Vehicles and shall within a reasonable time have the peace or judicial officer or to the Company of the insured or his injury and (ii) at the company of the insured or his legal representative makes available for information any automobile which it is insured as available for time of the social of the insured or his legal representative makes available to the company of the insured of the social officer of the company of the insured of the social of such injury and (ii) at the company is the insured of the social of such injury and (iii) at the company of the company of the such and the such as a soon the injury and (iii) at the company of the company of the company of the company of the such and the such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such as a such

if he term uninsured automobile shall not include

(i) a vehicle owned by the named insured

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the meaning of any motor vehicle financial tesponsibility law

(ii) a vehicle which is owned by the United States of Americial

(iii) a vehicle which is owned by the United States of Americial

(iv) a vehicle which is owned by the United States of Americial

(iv) a vehicle if operated on rails or crawlet treads or while local d

for use as a residence or premises and not as a vehicle, or

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for use as a residence or premises and not as a vehicle, or

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(2) with respect to damages for bodily injury only a hit and run automobile as defined

(c) Uningured Automobile The term uningured automobile mean

but the term uninsured automobile shall not include

of the accident with the insured) or

compared of the content of an automobile or the contents of property to or destruction of an automobile so defined herein thereof other than an insured automobile as defined herein

This endorsement must be attached to the Change Endorsement when issued after the policy is written

(Eq 1 74)

(AUTHENT CL)

Policy Povisions
I are of the Insuring Agreen is Exclusions Conditions or Other Provisions of the polity shall apply to the insurance inforded by this endorsement except the Conditions Notice for Insured's Duties in the Event of ceutrer e Claim or Suit ) Changes Assignmen Cancellation ccurrer e Claus

Premium

3 Premium It during the policy period the number of automobiles owned by the nam dissured or spouse and registered or principally garaget in North Carolina or the number of North Carolina dealer's license plates i said to the named insured changes the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance wit the manuals in use by the company if the carned premium thus computed exceeds the advance premium paid the named insured shall pay the excess to the company if less the company hall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim

Proof of Claim

C Proof of Claim
A soon as practicable the insured or other person miking claim shall tive to line company written proof of claim under oath if required including full particulars of the nature and extent of the injuries treatment and other details entering into the determination of the amount payable here under Proof of claim shall be made upon forms furnished by the company unless the con pany shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reason ably require and he or in the event of his incapacity has legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute and orization to enable the company to obtain medical reports and copies of records. reports and copies of records

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss unless such time is extended in writing by the company in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected any encumbrances thereon the actual cash value thereof at time of loss the amount place time and cause of such loss and the description and amounts of all other insurance covering such property. Upon the company's request the insured shall exhibit the damaged property to the company.

After notice of claim the company may require the insured to take such action as may be necessify or appropriate to preserve his right to recover d mages from any person or organization alleged to be legally responsible for the bodily injury or property damage

for the bodily injury or property damage

D. Notice of Legal Action Under North Carolina G.S. 20.279.21(b)(3)

to le a action for bodily injury or property damage against any person or organization alleged to be legally responsible for the use of an automo bile involved in the accident shall be initiated by the insured until 60 days following the posting of notice to the company at the address shown on the policy or after personal delivery of such notice to the company or its agent setting forth the belief of the insured that the prospective defendant or defendants are uninsured motorists. The company shall not be bound by a final judgment taken by the insured against an uninsured motorist unless the company has been served with copy of summons complaint or other process against the uninsured motorist.

E Limits of Liability
Regardless of the number of (1) persons or organizations who are insureds under this insurance (2) persons or organizations who sustain bodily in jury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this insur ance applies

or the limit of bodily injury liability stated in the schedule as applicable to each person is the limit of the company's liability for all dama as including damages for care or loss of services because of bodily injury sustained by one person as the result of any one accident and subject to the above provisions respect ing each person the limit of such liability stated in the schedule as applicable to each accident is the total limit of the company's liability for all damages including damages for care or loss of services because of bodily injury sustained by two or more persons as the result of any one accident

(b) The limit of property damage liability stated in the schedule as applicable to each accident is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more insureds as the result of any one accident

accident

(c) If claim is made under this endorsement and claim is all o made against any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages of the policy because of bodily injury or property damage sustained in an accident by a person who is an insured under this endorsement

(1) any payment made under this endorsement to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the Bodily Injury Liability or Property Damage Liability coverages and

(2) any payment made under the Bodily Injury Li bility or Prop

coverages allo any payment made under the Bodily Injury Li bility or Prop erty Damage Liability coverages to or for any such person shall

Lt slied in reduction of my amount which he may be entitled to recover under this endorsement. Any amount physible to an insured under the terms of this endorsement. In If be reduced by it all sums paid to such insured under the terms of this endorsement. If the reduced by it all sums paid to such insured to did a person leadify liable therefor (2) the amount paid and the present vitre of all amounts payable to such an insured under any working is ompensation law exclusive of non-occupational disability bin lits. and (3) the amount paid or payable to such an insured under any policy of property insurance

Other insurance

With respect to bodily injury to an insured while occupying an automobile not awned by the nameu insured under this endorsement, the insurance hereunder shall apply only as excess insurance over any other similar in surance available to such occupant, and this insurance shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.

With respect to bodily injury to an insured while occupying or thi high being struck by an unisured automobile if such insured is a named in sured under other similar insurance available to him then the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance and the company shall not be in ble under this endorsement for a greater proportion of the applicable limit of liability of this endorsement than such limit bears to the sum of the applicable limits of liability of this insurance and such other insurance. With respect to bodily injury to in insured and subject to the foregoing participals if the insured his other similar insurance available to him against a loss covered by this endorsement the company shall not be liable under this endorsement for a preater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limits of liability hereunder bears to the total applicable limits of liability of all valid and collectible insurance against such loss G. Arbitration.

Arbitration

G Arbitration
If any person making claim hereunder and the company do not agree that such person is legally entitled to recover dimines from the owner or operator of an uninsured automobile because of bodily injury or property damage sustained by the insured or do not agree as to the amount of payment which may be owing under this endorsement then upon written demand of such person the matter or niatters upon which such person and the company do not agree shall be settled by inbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having juris diction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

Trust Agreement

Trust Agreement

he event of payment to any per on under this endorsement

(a) the company shall be untitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement

(c) such person shall do whalever is proper to secure and shall do nothing after loss to prejudice such rights

(d) if requested in writing by the company such person shall take through any representative designated by the company such action as may be necessary or appropriate to recover such phyment as damages from such other person or organization such action to be taken in the name of such person in the event of a recovery the company shall b reimbursed out of such recovery for expenses costs and allorneys fees incurred by it in connection therewith

tion therewith such person shall execute and deliver to the company such in struments and papers as may be appropriate to secure the right and obligations of such person and the company established by this provision

Payment of Łoss by the Company

rayment of toss by the Company
amount due hereunder is payable
(a) to the insured or
(b) if the insured be a minor to his parent or guardian or
(c) if the insured be deceased to his surviving spouse otherwise
(d) to a person authorized by law to receive such payment or to a
person lepally entitled to recover the damages which the payment

represents
provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof

J Action Against Chripany
No action shall lie against the company unles—as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

K. This endorsement replaces any other provisions of the policy including any endorsement attached the confloring and it insurance with respect to any damages arising out of the ownership maintenance or use of an uninsured automobile or a lift and run vehicle.

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## CP 04 68 (Ed 8 / INSURED MOTORISTS URANCE

(K rsas)

THIS FOR PROTECT INSUREDS WHO ARE NOT CONTRIBUTORILY HEGL LE 1 A A 1 15T BODILY INJURY CAUSED BY LEGLIGENT UNINSURED A 10 HIT AND RUM 10TORISTS

#### SCHEDULE

Designation of named insured for purposes of this endorsement (ENTE BELOW

The advance premium for this endorsement is	Limits of Liability			
\$ Incl in Composite Rate	\$15 000 each person	\$30 000 each accident		

Description of Insured Automobiles—Check appropriate box

Any automobil owned by the principal named insured

Any private passenger type automobile owned by the principal named insured

Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured

Any automobil designated in the declarations of the policy and an automobile ownership of which is acquired during the polic, period by the principal named insured as a replacement therefor

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the comp ny agrees with the named insured as follows

#### Insuring Agreements

#### I Damages for Bodily Injury Caused by Uninsured Motor Vehicles

The company will pay a r sums which the insured or his legal representative shall be le ally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury suckness or disease including death resulting therefrom hereinalte called bodily injury sustained by the insured caused by accident and arising out of the whereship maintenance or use of such uninsured motor vehicle provided on the purposis of this endorsement determination as to whether the insured or such representatives legal / entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by fulltation.

No judgment against any person or organization alleged to be legally re spons ble of the bodily injury shall be conclusive as between the insured and the ompany of the issues of liability of such person or organization or of the mount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### **II** Definitions

- (a) insured means
  - (1) the named insured as stated in the policy (herein also referred to as the principal named insured) and any person designated as named insured in the schedule and while residents of the same household the spouse of any such named insured and relatives of either
  - (2) any other person while occupying an insured automobile and
  - (3) ary person with respect to damages he is entitled to recover be cause of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above

The insurance applies separately with respect to each insured but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

- (b) insured automobile means an automobile
  - (1) des ribed in he schedule as an insured automobile to which the bodily injury liability coverage of the policy applies
  - (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above when withdrawn from nor mal use because of its breakdown repair servicing loss or de struction
  - (3) while being operated by a named insured or by his spouse if a resident of the same household.
- but the term insured automobile shall not include
  - (i) an automobile while used as a public or livery conveyance unless such use is specifically declared and described in the policy
  - (ii) an automobile while being used without the permission of the year
  - (iii) under subpar graphs 2) and (3) above an utomobile owned by the principal named insured or by any named insured design ted in the schedule or by any resident of the sime household as such insured or

- (iv) under subparagraphs (2) and (3) above an automobile furnished for the regular use of the principal named insured or any resident of the same household.
- (c) uninsured motor vehicle means
  - (1) a motor vehicle vish respect to the anounts specified by the financial responsibility law of the sate in which the insured automobile is principally garaged in body injury libility bond or insurance policy applicable to the time of the accident vish respect to any person or organization legally responsible for the use of such vehicle or with respect to which there is a body injury liability bond or insurance old papilic tend the time of the accident but the company withing the sine denies coverige insertunder or is or becomes insolvent or
  - (2) a hit and run vehicle as defined
- but the term uninsured motor vehicle shall not include
  - (i) an insured automobile
  - (ii) a motor vehicle vinich is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law motor carrier law or any similar law
  - (iii) a motor vehicle wrich is ovined by the United States of America Canada a state a political subdivision of any such government or an agency of any of the foregoin
  - (iv) a land motor vehicle or trailer if operated on as or crawler treads or while located for use as a residence or premises and not as a vehicle or
  - (v) a farm type tractor or equipment designed for use principally off public roads except while actually upon public roads
- hit and run vehicle means a vehi 'e which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with an automobile which the insured is occupying at the time of the accident provided (1) there cannot be ascertained the identity of either the operator or oner of such hit and run vehicle (2) the in sured or someone on his behalf shall have reported the accident within 24 hours to a police place or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the company within 30 days thereafter a stitement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a per on olipersons whose identity is un ascertainable and satting forth the ficts in support thereof and (3) at the company's request the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident
- (e) Occupying The word occupying means in or upon or entering into or alighting from
- (f) State The word state includes the District of Columbia a territory or pos ession of the Unit o States and a provinci of Cinada
- III Policy Period Territory

This endorscnient applies highly or cidents which occur on and after the effective date hereof during the olicy period and within the United States of Americal its lerritories or possessions or Canada.

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- ( o bodily in ury and r r pect to thich sured his legal report to ever and routed to payment dorthis edorsements on the total content of the comport make an settlement with any perior or in a child who may be regally liable here r
- (b) to bodily in ury to in ir than an insured automobile on the resident in the nine hous add or through being sluck by such an automobile out this exc. sind or through being sluck by such an automobile or his relatives or in struck by an automobile or need by an insured or median in a schedule or his relatives.
- (c) so s o incle directive increed by to the benefit of any workmens omplies to nor disability in relief carrier or any person or organization qualifying as a left increed of range workmens compensation or disability benefits to a result of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the s

#### anditions

#### A Policy Prcv sions

None of the Insuring Ag e i er s Exclusions or Conditions of the polic shall apply to the insurar afforded by this endorsemen except the Conditions Notice (or Insured's Duties in the Event o Occurren e Claim or Suit ) Subrogation Changes Assignment Cancellation and Declarations

#### B Premium

If during the policy period the number of insured automobiles owned by the principal named in tred or spouse or the number of dealers license plates issued to the orincipal named insured changes such named insured shall not the orincipal named insured changes such named insured shall not the orincipal named insured shall not the orincipal named insured shall pay the manuals in une by the corporate of the advance pien umpaid such named insured shall pay the excess to the company of the company shall return to such named insured the uneaned porton paid by such insured.

#### C Proof of Claim Medical Reports

As soon as practicable t insured or other person making claim shall give to the company written ploof of claim under oath if required in cluding full particulars of the nature and extent of the injuries trealment and other details entering into the determination of the amount plable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same as often as may real sonably be required. Proof of claim, hall be made upon forms full in the company unless the company shall have tailed to furnish such forms in hir 15 days at in receiving notice of claim.

The in use purson shall south it to physical examinations by physicians sele ted by he company with and as often as the company may ear sonably require and he or in the event of his incapital, this legal representative or in the event his death his legal representative or the person or persons entitled to sue therefor shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

#### D Assistance and Cooperation of the Insured

After not ce of claim under this endorsement, the company may require the insured to take such act on as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged o be legally responsible for the bodily injury, and in any action against the company he company may require the insured to join such person or organition as a party defendant

#### E Notice of Le al Action

If before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for bodily injuring against any perion or organization legally responsible for the use of a motor vehicle involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative

#### F Limits of Li bility

Regardless of thinumber of 1) persons or organizations who are in sureds under this insurance (2) persons who sustain bodily injury (5)

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#### G Other Insurance

Vith respect to body y injury to an insused while occupying in moute not a need by the pain pall named insured the risu an excitits of relational apply only sieve so itsus in a rangurance and apply only sieve so itsus in a rangurance available to such insured and apply cable to such only in he mount in which he imit of lability for a rangurance only in he mount in which he imit of lability for a rangurance ceeds the applicable limit of hability of such of er insurance. In the foregoing particular in the insured has contained in the foregoing particular in the insured has contained in the foregoing particular in the insured has contained in the foregoing particular insured has contained in the final formation of lability of this insurance and such of lability of this insurance and such of lability of this insurance and such the foregoing in the final formation of lability of the sum of the policable limits of liability of the sum of the policable limits of liability of the insurance such ther insurance.

#### H Arbitration

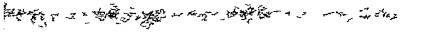
If ny person make, claim hereunder are the company do not that uch o on is gally en that to relever dames om the o or or after of numbered motor vehicle becase poddly injurithe insured or do not agree a to the amount of payment which be owin, under sendors ment hen under a narriten mand or eithem their or mate supon which such person reference with (1) riles of eight and after the materian Arbit tion Association in according with (1) roles of eight and Arbit tion Association in all be sent to the insured by the company upon required to 1 the address of the local office of the Amerian Arbit Association ill be sent to the insured by the company upon required to 1 the insured by the company upon required to 1 tritors may be entered in any court having jurisdiction their Such per or in the company each agree to consider teelf bound to be bound by any award made by the a bitt fors pursuant to endersement

#### Payment or Loss by the Company

Any amount due hereunder is payable (a) to the insured or (b) i insured be a ininor to his parent or guardian or (c) if the insured deceased to his surviving spouse otherwise (d) to a pir on au hori by law to riceive such payment or to a person le ally entitled to cover the damages which the payment represents provided the pany may at its option pay any amount due hereunde in accorda with division (d) hereof

#### 1 Action Against Company

No action I all lie against the company unless as a condition p dent thereto the insured or his legal representative has fully option i the terms of this endorsement



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(48)

# CP 04 67 (Ed 8 ) OF INSURED MOTORISTS + (SURANCE

(Georgia)

n consignation of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy tempany agrees with the named insured as follows

SCHEDULE

Des gnated Insured					
Limits of Liability	Bodily Injury	\$10 600 each person \$20 000 each accident			
Linitis of Liability	Property Damage	\$ 5 000 each accident			
\$ Included	Advance Premium				
\$ Included Advance Premium  In Composite Rate Description of Insured Highway Vehicles  Any highway vehicle registered or principally garaged in Georgia which is (Check appropriate box)  An owned automobile under Part I of the policy  A private passenger automobile owned by the named insured  Owned by the named insured  Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor  Ar mobile equipment owned by the named insured					

#### UNINSURED MOTORISTS COVERAGE

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay a I sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage caused by accid nt and arisin out of he ownership maintenance or use of such uninsured highway vehicle.

No de ault jud ment against any known person or organization alleged to be legally responsible for the bodily injury or property damage snall be conclusive as between the insured and the company as to the establishment of legal liability of the amount of damages to which the insured is legally et led

Exclusion

This in uran ed e ot apply

- a) to badily injury or property damage with respect to which the insured his legal representative or any person entitled to payment under this insurance shall be hout written consent of the company make any settlem into the respective of the company make any settlem into the respective of the company make any settlem into the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respective of the respecti
- b) to bodily injury to an insured while occupying a highway vehicle (other than an insured hi nway vehicle) owned by the named insured any des ignated insured or any relative resident in the same household as the named o designated insured
- (c) so as to inure di ectly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits lay or any similar law
- (d) to the first \$250 c the amount of property damage to the property of each insured as the result of any one accident
- (e) so as to inure directly or indirectly to the benefit of any insurer of property
- (f) to property dama e for which the insured has been compensated by other property or physical damage insurance

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and (c) any pe son with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above

The insura ce applies separately with respect to each insured except with respect to the limits of the company's liability

#### III LIMITS OF LIABILITY

AUTHENTIC

Regardless of the number of (1) persons or organizations who are in sureds unde his insurance (2) persons or organizations who sustain modily injury or property damage (3) claims made or suits brought on ac

count of bodily injury or property damage or (4 highway vehicles to what his insurance applies

- (a) The limit of bodily injury liability stated in the schedule as applicable to each person is the limit of the company's liability or all dam is because of bodily injury sustained by one person as the result of a one accident and subject to the above provision respecting experson the limit of liability stated in the schedule as applicable each accident is the total limit of the company's liability for damages because of bodily injury sustained by two of more persons as the result of any one action it.
- tb) The limit of property damage liability stated in the schedule s e total limit of the company s is bility for all damages because of property damage to all property o one refore insureds as the result of ny one accident
- (c) If claim is made under this insurance and claim is also made again any person or organization vino is an insured under the bodily injury liability or property damage liability coverage of the policy be ause bodily injury or property damage sustained in an accident by a person vino is an insured under this insurance.
  - (1) any payment made under this insurance to or for any such pe so shall be applied in reduction of any amount which he may be e titled to recover from any person or organization who is an insured under the bodily injury liability or property damage liability co er age and
  - (2) any payment made under the bodily injury liability or property damage liability coverage to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this insurance
- (d) Any amount payable to an insured under the terms of this insurance shall be reduced by (1) all sums paid to such insured for bodily injury or property damage by or on behalf of the person or organization let liable therefor and (2) the amount paid and the present value of amounts payable to such an insured under any workmen's compens to law exclusive of non occupational disability benefits.

#### IV POLICY PERIOD TERRITORY

This insurance applies only to acciden s which occur during the policy period and within the United States of America its territories or possesions or Canada

#### V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements form

ing a part of the policy)

bodily injury means bodily injury sickness or disease including din sustained by an insured under (a) or (b) of the Persons Insured provisi designated insured means an individual named in the schedul under Designated Insured

hi hway vehicle means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principa off public roads while not upon public roads
- (b) a vehicle operated on rails or classier tre ds or
- (c) a vehicle while located for use as a residence or premises

(over)

This endorsement to any damages arising but of the policy including a property of the own in the maintent of the own in the maintent of the own in the maintent of the own in the maintent of the own in the maintent of the own in the maintent of the own in the maintent of the own in the maintent of the own in the spect to any damages arising but and run wehicle of an uninsured wehicle of a hit and run wehicle of the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the own in the 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A POLICY PLOVISIONS
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A D7 (Ed 1 74)

#### CA 01 58 (Ed 1 / AMENDMENT OF OTHER INSURANCE CONDITION—KANSAS

This endorsement modifies such insurance as is afforded by the provisions of the policy releting to the fillowing GARAGE INSURANCE

It is agreed that the reference to other insurance in the policy is limited as respects medical payments in arce of oth automobile medical payments or automobile medical expense insurance

This endorsement must be attached to the Change Endorsement when issued a ter the polity is written

[AUTHENTIC]

A207 (Ed 1 74)

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CA 01 55 d 1 74)

## AMENDI ENT OF CONTAMINATION OR POLLUTION EXCLUSION—MARYLAND NEW HAMPSHIRE NORTH CAROLINA AND VERLONT

This endorsement modifies such insurance as is afforded by the provisions of the icy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

GARAGE INSURANCE

It is agreed that the exclusion rel ting to the discharge dispersal release or escape of smoke of the sacids all alis toxic chemicals liquids or gases waste materials of the confirminants or pollutants does not apply to the illustration of the policy of bodily injury liability and for property damage liability with respect to automobiles registered or principally garaged in the garal operations conducted in Maryland New Hampshire North Calolina or Vermont

This endorsement must be attached to the Change Endorsement when issued if the policy is written

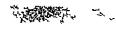
[]AUTHENTIC[]

A204 (Ed 1 4)

A204 (Ed 1 74)

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(The Atta hilling Claule leed completed only when this endorser it is issued subsequent

epa at o of the policy)

LIABILITY-AUTOMOBILE

## A 0015—G 514 AMENDMENT OF SUBROGATION CONDITION

GU 9228 (Ed 1 67)

Ath ed Rep t t e

It is agreed that the Subrogation Condition does not apply to any Medical Payments Insurance provid d by the policy

[AUTHENTIC]

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(Ed 11 74)

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## CP 04 80 (Ed 11 74) MINNESOTA AMENDMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following UNINSURED MOTORISTS INSURANCE

It is a leed that with respect to such insurance as is afforded by the policy for damages because of bodily injury clusted by accident and arising out of tile ownership maintenance or use of an uninsured highway vehicle

- (1) The amount payable thereunder shall not be subject to reduction because of (a) any expenses for medical services paid or payable under the automobile medical payments coverage of the policy or (b) any workness compensation benefits paid or plable on account of such bodily injury
- (2) That part of the Limits of Liability provision pertaining to such a reduction is amended accordingly
- (3) The first paragraph of the Condition entitled. Other Insurance is replaced by the following

#### Other Insurance

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured this insurance shall apply only as excess insurance over any similar insurance available to such insured and applicable to such vehicle as primary insurance.

This endorsement must be attached to the Change Endorsement when issued after the policy is written

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A477 (Ed 1174)

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Å 65 (Ed 8 74)

#### CP 01 64 (Ed 8 )

#### AMENDMENT OF SOUND REPRODUCING OR RLCORDING EQUIPMENT EXCLUSION IDAHO IOWA NEBRASKA AND VERMONT

This endorsement modifies such insurance as is affo ded by the provisions of the policy relating to the following AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic) AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non Fleet) AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

It is a reed thit is exclusion relating to loss to any device instrument tape or other medium designed for so indirecording or reproduction medium if such loss occurs in in conjunction with loss to a sound recording or reproduction medium if such loss occurs in inconjunction with loss to a sound recording or reproduction medium if such loss occurs in inconjunction with loss to a sound recording or reproduction medium if such loss occurs in inconjunction with loss to a sound recording or reproduction medium is actually in or upon such device or instrument.

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A465 Ed 8 74)

A∠98 (Ed 174)

## CP 04 o1 (Ed 1 / PENNSYLVANIA AMENDMENT

This endorsement modifies such insurance as is affo ded by the provisions of the policy relating to the following UNINSURED MOTORISTS INSURANCE

It is agreed that with respect to such insurance as is arforded by the policy for dama_ses because of bodily injury caused by accident and arising ou on the owne ship maintenance or use of an uninsured highway vehicle or an uninsured moto vehicle the Condition or other provision entitled. Arbitration is replaced by the ollowing

#### Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to ricover damages from the owner or operator of an uninsured motor vehicle or of an uninsured highway vehicle because of bodily injury on the insured or do not a ree as to the moint of payment which may be owing under this insurance, the matter compared which such perion and the company do not agree shall be selled by arbitration pursuant to the provisions of the Pennsylvania Arbitration Act of 1927 and each party shall upon written demand of either select an arbitrator. The two arbitrators so named shall select a third arbitrator is unable to agree in reon writhin 30 days, then upon request or the insured or the company such third arbitrator shall be selected by a judge of a court of ricord in the county in which such arbitration is pending. Within a reasonable time thereafter the arbitrators shall be riand determine the question or questions so in dispute and the decision in writing of any two arbitrators shall be binding upon such person in the company each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all othe expenses of the arbitration provided that attorney fees and fees paid or inedical or other expert witnesses are not deemed to be expenses or arbitration but are to be borne by the party incurring them. Unless governing procedure and admission of evidence in courts of law.

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTICE]

A298 (Ed 1 74)

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A (Ed 17)

#### CP 04 60 (Ed 1 74 OREGON AMENDMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following UNINSURED MOTORISTS INSURANCE

t is agreed that

- (1) Sub t to previsions (a) and (b) thereof the definition of hit and run vehicle is amended to include a highway vehicle or motor vehicle which the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of a highway vehicle or motor chicle accident provided the facts of such accident can be corroborated by compelent evidence other than the testimony of any person having a claim under this or any other similar insuranle as the result of such accident
- 2) Para raph (d) of the Limits of Liability provious does not apply unless the named insured has employees who perate motor buses molor trucks or taxicabs as defined in 0.8 S 481 030 481 035 and 481 050 and such employe s are covered or workmen's impensation
- (3) The Arbitration condition is amended by the addition of the following two sentences

The company shall reimburse the insured for any costs of arbitration to the insured in excess of \$100 Cost hall not include atto ney fees or expenses incurred in the production of evidence or vitnesses or the making of transcripts of the arbitration proceedings

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A297 (Ed 174)

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A2°0 (Ed 174)

## CP 04 53 (Ed 1 ) FLOPIDA AND OHIO AMENDMENT

This endorsement modifies such insu ance as is afforded by the provisions of the policy relating to the following UNINSURED MOTORISTS INSURANCE

It is gred that with respect to such insurance is is afforded by the policy for damages because of bodily injury caused by accident and arising our of the ownership maintenance or use of an uninsured highway vehicle or an uninsured motor vehicle

- ( ) the amount payable thereunder shall not be subject to reduction because of any workmen's compensation enefits paid or pay ble on a point of such bod i/ injury and
- (2) that part or the Limits of Liability provision or Condition pertaining to such a reduction is amended a cordingly

This endorsement must be attached to the Change Endorsement vinen issued a ter the policy is written

[]AUTHENTIC[]

A290 (Ed 174)

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A203 (Ed 1 74)

## ( ) CP 01 59 (Ed 174 AMENDMENT OF POLICY PROVISIONS—KANSAS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

It is agreed that with respect to covered automobiles registered or principally garaged in K nsas

- Paragraph (a) of the Named Insured's Duties in Event of Loss Condition is amended to read

  a) use every reasonable means to protect the covered automobile (whether or not this insurance applies to the loss) from further loss reasonable expenses incurred in affording such protection shall be deemed incurred at the company's requisit
- 2 The term 30 days is substituted for 60 days in the Appraisal Condition

This endorsement must be attached to the Change Endorsement when issued after the policy is written

(AUTHENTICE)

A208 (Ed 174)

## AGAINST UNINSURED MOTORISTS MOTORISTS UNINSURED COVERAGE AGAINST CTION Q P AMENDMENT PROTECTION PR INSURANCE FAMILY **58K**

ဦ part of Policy No this endorsement forms a

Ellar Instres,

Inc

60 63 50

issued to

Compan

Aetna Insurance

at its Agenuy

by the

Angeles,

(Name of Insurance Company)

and is effective from

and state) located (c ty

1, 1975 Standard Time) T1.3 (12 01 AM

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

issue unless otherwise stated herein effective from its date of This endorsement forms a part of the policy to which attached

## It is agreed that

호 Coverage—Uninsured Motorists (Damage 5 agreement coverage insuring The provision in the Uninsured Motorists or Family Protection Bodily Injury) agreement is amended to read as follows

recover such of they fail to a <u>-</u> 2 entitled pany or company is legally the comp Provided for the purposes of this coverage determination as to whether the insured or such representative and if so the amount thereor may be made by agre nent between the insured or such represen ative and arbitration in accordance with the arbitration provision of this policy or by judicial determination

- is changed to un asured motor vehicle uninsured automobile ⊓re ter⊓
- cle includes an automobile with respect to which there is a bodily injury liability insurance policy applicable at company writing the same is or becomes insolvent The term uninsured motor vehicle the time of the accident but the com က
- The arbitration provision is amended to read as foll ws

If any person making cial minerander and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle becaule of bodily injury to the insured or do not agree as to the amount of payment which may be owing under this endorsement, then the matter or matters upon which such person and the company do not agree may by agreement be settled by arbitration in accordance with the rules of the American Absociation unless other means of conducting the arbitration are agreed to between the insured and the company and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement

uninsured motor vehicle are substituted for uninsured highway vehicle The words

an au omobile are substituted for a highway vehicle the words endorsement is used to amend Protection Against Uninsured Motorists insurance or Insurance Against Uninsured Motorists afforded under Standard when this endo Coverage Part

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(Duly Authorized Representative)

FAMILY PROTECTION COVERAGE
PROTECTION AGAINST UNINSURED MOTORISTS AND INSURANCE AGAINST UNINSURED MOTORISTS
Texas Standard Automobile Endorsement FORM 158K

### 158M AMENDATORY ENDORSEME T-OUT OF TATE INSURANCE

(The information above is required only when this endorsement is issued subsequent to proparation of the policy)

This encorsement forms a part of the policy to which attached effective from its date of issue unless o herwise stated herein

It is agreed that subject to all the provisions of the policy except where modified herein the ollowing provision is added

If under the plovisions of the motor vehicle financial responsibility law or the motor vehicle compulsory has rance law or any similar law of any stite or province a non-resident is required to maintain insurance with respect to the operation of use of a motor vehicle in such state or province and significant requirements are greater than the insurance provided by the policy the limits of the company sillability and the kinds of coverage affinded by the policy shall be as set orth in such law in leu of the insurance otherwise provided by the policy but only to the extent required by such law in doily with respect to the operation or uilded to receive displaced to the xtent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be en itled to receive duplicate payments for the same elements of loss.

Ву

FORM 158M —AMENDATORY ENDORSEMENT—OUT OF STATE INSURANCE Texas Standard Automobile Endorsement Prescribed July 1 1973 (Duly Authorized Representative)

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7. MEL 186 - 1884

#### 158L AMENDATORY ENDORSEMENT-NOTICE

(10 be attached to all Texas Standard Automobile urance Policy Forms providing 1 odily Injury Liability Cover ge and Property Damage Liability Coverage)

This endorsement forms a part of Policy No Co C 80 50

issued to Lli in I is ries, Inc

by the

Actia i sinance Co pai (Name of Insurance Company)

at its Agency

located (c ty and state)

Los \ geres, California

and is effective from

7/1/1975 (12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

This endorsement forms a part of the policy to which attached effective from its date of issue unless oth rwise slated herein

As espects body injury liability coverage and pin erty damage liability coverage unless the company is prejudiced by the insured is railiure to comply with heir quirement any provision of this policy requiring the insured to give notice of a tion occurrence or loss or requiring the insured to forward demands notices summons or other legal process ishall not bir liability under this policy.

Ву

(Duly Authors ed Representative)

FORM 158L —AMENDATORY ENDORSEMENT—NOTICE Texas Standard Automobile Endorsement Prescriped March 1 1973

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A925 SOUND REPRODUCING OR RECORDING EQUIPALENT EXCLUDED

(To be attac u to all Family Automobile Polic affording Physical Damage Insurance)

This endorsement forms a part of Policy No  $\,^{\circ}$  CG  $\,^{\circ}$  CG  $\,^{\circ}$  33 50

issued to Elixi Induc es, Inc

by the

Aetra Irsurance Compan,

at its Agency

loca ed (city and state)

(Name of Insurance Company)

and is effective from

(12 01 A M Standard Time)

7/1/1575

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

This endorsement forms a part of the policy to which attached effective from its date of issue unless otherwise stated herein

It is agreed that such insu ance as is afforded by the policy is subject to the following additional exclusions

The insurance does not apply

to loss of or damage to any device or instrument designed for the recording reproduction or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile and

to loss of or damage to any tape wire record disc or other medium for use with any device or instrument designed for the recording reproduction or recording and reproduction of sound

Ву

(Duly Authorized Representative)

FORM A925—SOUND REPRODUCING OR RECORDING EQUIPMENT EXCLUDED Texas Standard Automobile Endorsement Prescribed August 1 1970

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ly when this endorsement is issued subsequent to pleparation

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**AUTOMOBILE** 

#### A5207 ISO A5207

AL 9624 (Ed 173)

#### LIMITED COVERAGE FOR CERTAIN INSUREDS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following GARAGE INSURANCE

7/1/1975

forms a part of policy No

CG 60 83 50

This endorsement effective

(12 01 A M standa d t me)

issued to

Elixir Industries, Inc

bv

Aetna Insurance Company

In consideration of the reduced rate of premium made applicable to the Garage Liability Insurance it is agreed that garage customers are not insureds with respect to the automobile hazard except in accordance with the following additional provisions

- 1 If there is other valid and collectible insurance whether primary excess or contingent available to the garage customer and the limits of such insurance are sufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit no damages including damages for care and loss of services because of bodily injury or property damage are collectible under
- 2 If there is other valid and collectible insurance available to the garage customer, whether primary, excess or contingent, and the limits of such insurance are insufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit then this insurance shall apply to the excess of damages including damages for care and loss of services because of bodily injury or property damage up to such limit
- 3 If there is no other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer, this insurance shall apply but the amount of damages including damages for care and loss of services because of bodily injury or property damage payable under this policy shall not exceed the applicable financial responsibility limit
- 4 As used in this endorsement

applicable financial responsibility limit refers to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged

garage customer means any person other than

- (1) an employee director stockholder partner or member of the named insured or a resident of the same household as the named insured such employee director stockholder partner or member or
- (2) any other person or organization named in Item 2(b) of the declarations and any person while using an automobile furnished to such named person or organization

[AUTHENTIC]

NSURANCE SHOWING MORTC EE IN	TEREST Date 2-76
Owner Elixir Industries	
Company and Policy No : Aetna - C Amount: Effective Do	G 60 83 50 Terms -
	7-1-75 +- 7-1-76
The enclosure checked below protects you any corrections are necessary	ur interest in the above property Please advise if
Enclosed: Original Policy, Renewa	
Enclosed: Original Policy, Renewa	il Policy, 🖂 Certificate of Insurance
enclosed: Onginal Policy. Renewal Centre Renewal Centre OSCAR LEASING (Attn Burt) 3300 Charlotte Avenue	il Policy, 🖂 Certificate of Insurance
Enclosed: Onginal Policy, Renewa Renewal Center OSCAR LEASING (Attn Burt)	Il Policy, Ex Certificate of Insurance tificate, Endorsement, Other

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CG 60 83 50

A400 (Ed 174)

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

TRAILMOBILE 40' FLAT BED

OSCAR LEASING (ATTN "BURT 3300 CHARLOTTE AVENUE ELKHART INDIANA 46514

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
  - Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

AUTHENTIC

_____A400 (Ed 174)

# DESCRIPTIVE SCHEDULE Name of Insured ELIXIR INDUSTRIES INC , A CALIFORNIA CORPORATION Address of Insured 17809 SOUTH BROAD JAY, GARDENA, CALIFORNIA Location Covered

THIC	IC T	<u> </u>	CEDI	NEV	TO	<b>CERI</b>		ATE	un	INE	0
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Operations Covered

TRAILMOBILE 40' FLAT BED

Effective.

OSCAR LEASING (ATTN	Stole Zip Code)	
3300 CHARLOTTE AVENUE	$\mathbf{A} = AETNA INSURANCE COMPANY$ $\mathbf{U} = AETNA FIRE UNDERWRITERS INSURANCE COMPANY$	
ELKHART, INDIANA 465	U = AETNA FIRE UNDERWRITERS INSURANCE CO  M = AETNA INSURANCE COMPANY OF THE MIDY  C = CENTURY INDEMNITY COMPANY	ΛES

that on the above date the following described insurance policies issued by this Company are in full force and effect subject to all the terms conditions limitations and exclusions thereof

٥.	Nam of C age	Pol y Numb	Eff t Dat	E p at an Date	lim ts of Liab I ty
	Wirkmen's Cimp sation				Statutory
	P blic Lab I ty-Bod ly I   ry (Not Auto)				\$ 000 each occurrence
_	P bl L blty—P perty D mag (Not A to)			<del>- </del>	\$ 000 each occurrence
					\$ 000 aggregate
	(Epi Cilp Udg d Haad				\$ 000 each occurrence
	NiC dul Othw Stated H )	1		1	\$ 000 aggregate
	P od cts-C mpl t d Ope ti				\$ 000 each occurrence
	Bodly 1 ; y				\$ 000 aggregate
	Pod cts-C mpl t d Op t +				\$ 000 each occu rence
	P perty D m g		İ	ľ	\$ 000 agg eg te
	Spe A C tractu I-Bodly I   ry (Oth Tha I d tal C tacts A D A d I Th P Lcy)				\$ 000 e hoccur enc
	Sp fi C t t l-P p ty Dam g [Oth Th I d tal C t t A D fi d				\$ 000 each occurrence
	I Th Picy)				\$ 000 aggregate
	COMP	CG 60 83 50	7-1-75	7-1-76	ACV 2,000 DED
	COLL	CG 60 83 50	7-1-75	7-1-76	2,000 DED
_	A tomoble—Bod ly 1   ry				\$ 000 each person
			j		\$ 000 each occurrence
	Automobile—Preperty Dam g				\$ 000 each occurrence
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^{*}Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

Ву		
	Authorized	Asent
(Include One Duplicate Copy for each Policy listed hereon	)	

8007 INSURANCE SHOWING MORTY GEE INTEREST Owner: Elixir Industries Property: Company and Policy No: Aetna. Insurance - CG 60 83 50 7-1-75to 7-1-76 Amount: Effective Date: 5-5-76 The enclosure checked below protects your interest in the above property. Please advise if any corrections are necessary Enclosed: Original Policy, Renewal Policy, Certificate of Insurance Renewal Certificate, Endorsement, Other Gil-Flex TRAMMELL-McKINLEY & ASSOCIATES, INC P O Box 1021 LOS ANGELES CALIF 90005 Elkhart, Indiana 46514 680 WILSHIRE PLACE, SUITE 400 385-6204

#### CERTIFICATE OF INSURANCE

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	DESCRI	PTIVE SCHEDULE
Nan	ne of Insured ELIXIP INDUSTRIES, INC	, A California Corpusation
Addr	ess of Insured 17809 SOUTH BROADWAY,	GARDENA, CALIFORNIA
Loca	ation Covered	
Opera	tions Covered LEASING OF A TRAILER	
HIS IS	TO CERTIFY TO CERTIFICATE HOLDER	ł
	Mail ng Add ess (Street And Number C ty State Zip Code	<del> </del>
ı	GIL-FLEX	COVERAGE is provided in Company initialed below
-	P O BOX 1021	X A = AETNA INSURANCE COMPANY
-		

subject to all the terms conditions limitations and exclusions thereof

•	Nam of Coverage	Policy Numbe	Effe t e Date	E p at on Date		umits of Liab I ty
	Workmen's Compensation					itatutory
	Public Labity—Bodly Injury (Not Auto)				\$	000 each occurrence
	Publ Liab l ty-P p rty D mag (Not A to)				\$	000 each occurrence
					s	000 aggregate
	(E plo n Coll p U d g ound Ha ds				S	000 each occurrence
į	NtC red U1 Oth w Stated H )				\$	000 aggregate
	Prod cts-C mpl t d Ope ti				\$	000 each occurrence
	Bod ly I j		•		S	000 agg gate
_	Pod cts-C mpl t d Op at s				\$	000 each occurrence
	P perty D m g				s	000 agg egate
	Spe fic Contra tual—B d ly l ; ry (Oth Than In d tal C tracts A D fi d I Th Policy)				\$	000 each occur ence
	Sp fiC tatal—Popty Damag (Oth The Lied tlCotat AD fid				\$	000 each occurrence
	I The Picy)				\$	000 aggregate
	COMP	CG 60 83 50	7-1-75	7-1-76	ACV 2000 E	DED
	COLL	CG 60 83 50	7-1-75	7-1-76	2,000 DED	
_	A temoble—Bodly 1 ; ry				\$	000 each person
					\$	000 each occurrence
	Automob le-Property Damag		I		\$	000 each occurrence
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	Plate Glas					

^{*}Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

Ву		
// 1 1 0 D 1 . C / 1 D 1 . II	Authorized	Agent
(Include One Duplicate Copy for each Policy listed hereon)	<del>)</del>	

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CG 60 83 50

A400 (Ed 1 74)

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

LEASING OF A TRAILER

GIL-FLEX P O BOX 1021 ELKHART, INDIANA 46514

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 174)

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11	NSURANCE S	HOWING MOR	TG TE INTER	EST	Date:	76	5007
	Property	lixir Indus nd Policy No: A	tries Inc letna CG Effective Date:	60 83 50 7-1-75	Termi .	l year	
	The enclosu any correct	re checked below ions are necessar Original Policy	w protects your int Y , [] Renewal Pol	erest in the above places, or Certificate of the Endorsement,	property Pleas of Insurance	e advise if	
70 OT	705 E D	Pool, Inc Street on, Califo <b>r</b> n	ia 90744	TRAMMELL-N		LOS ANGELES C	•

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CERTIFICATE OF INSURANCE				Æ	Tin :
		IVE SCHEDUL	<b>E</b>	€ C	A illia
Name of Insured ELIXIR IND	USTRIES INC	A CALIFORNI	A CORPORATION	иС	
Address of Insured 17809 SOUT	H BROADWAY, GA	RDENA, CALIF	ORNTA		
Location Covered					
Opiciosionic Covered ALL TRAILE	RS LEASED TO T	HE NAMED INS	URED		
THIS IS TO CERTIFY TO CERTIFIC	CATE HOLDER				
Maing Add ess (Street And N m TRANSPORT POOL, ING	iber City State Zip Code)—		COVERAGE IS provi	ded in Company initi	aled below
705 E "D" STREET				ISURANCE COMPA	ANY S INSURANCE CO
WILMINGTON, CALIFORNI	A 90744			SURANCE COMPA	ANY OF THE MIDWEST
	F-5-7	6			
that on the above date the following subject to all the terms conditions lim	described insuranc	e policies issue	d by this Comp	pany are in full	force and effect
Nam of C v rage	Pol y Numbe	Eff t Dat	E p at o Dat		um ts of Liab I ty
Workmen's Compensation					Statutory
P blec Lab I ty-Bod ly I   ry (N t A to)				\$	000 each occur ence
Publ Labity—P perty Dam g (Not A to)				\$	000 each occurrence
				\$	000 aggregate
(Eploon Cilp Udg d Haad N t C red Ul Oth wse Stated H )			"	\$	000 each occurrence
				\$	000 aggregate
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				\$	000 aggregate
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Sp fi Cotat I—Popty Dmg (Oth Thont id tal C t ts A D fi d I Th P I y)				\$	000 each occurrence
		<u> </u>	<del></del>	-   \$	000 aggregate
COMP	CG 60 83 50	7-1-75	7-1-76	ACV 2,000	DKD
COLL	CG 60 83 50	7-1-75	7-1-76	2,000 DED	~
Automobile—Bod ly 1 jury				\$	000 each person 000 each occurrence
Automob le-Preperty Damage		<u> </u>		\$	000 each occurrence
Bu glary					
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Includes coverage for the following in connection with construction or municipality required by municipal ment or (5) elevator maintenance agr. Should any of the above describe	demolition operatio ordinance except i eement d policies be can	ns on or adjace n connection will icelled before the	nt to a railroad th work for the ne normal expu	d (3) undertaking municipality (4	ig to indemnify a  sidetrack agree  to the Company
will endeavor to give written notice pose no obligation or liability of any kents certificate of insurance neither affirmation.	and upon the Com	pany		-	
ON THIS CERTIFICATE UNDER POLICY NUMBER					
	Ву				
(Include One	Duplicate Co	py for each	Policy list	ed hereon) $^{^{A}}$	uthorized Agent

M 600-84B ED JULY 74

CG 60 83 50

A400 (Ed 174)

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

"ALL TRAILERS LEASED TO THE NAMED INSURED"

TRANSPORT POOL, INC 705 E "D" ST, WILMINGTON, CAL 90744

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 174)

A400 (Ed 174)

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

All vehicles rented to/or leased by the named insured to Leo Hoffman Leasing Company 15420 East Nelson, Industry, California 91744

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 1,74)

A400 (Ed 174)

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile All vehicles rented to/or leased by the named insured from McCullagh Leasing, Inc /Commercial Credit Equipment Corporation 30803 Little Mack Ave , Roseville, Michigan 48066

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- 2 Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

#400 (Ed 174)



A400 (Ed 174)

#### CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile All vehicles rented to/or leased by the named insured from United States Fleet Leasing, Inc and Ford Motor Credit Company P 0 Box 4115, Hayward, California

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes, and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

[AUTHENTIC]

A400 (Ed 1 74)

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	CERTIFICATE OF INSURANCE		TIÑE SCHEDN	LE	Etna
	Name of Insured Elixir	Industries	inc. A	California	Corporation Copy
		South Broad a. Callforn			3/6/71
	Location Covered		(CEU:	Thechung	sent to
	Operations Covered		C)	tro-push	mbe
	THIS IS TO CERTIFY TO CERTIFIC			/	OD O
	Mr Robert L Berr		eas	<b>_</b>	ded in Company initialed below
	Pacific Butcher, I	nc	<u> </u>	U AETNA FIR	SURANCE COMPANY RE UNDERWRITERS INSURANCE CO
	2704 Gundry Avenue Long Beach, CA 90	(CVV)		$\mathbf{c} = CENTURY$	SURANCE COMPANY OF THE MIDWEST INDEMNITY COMPANY
•		Effective 2/6/ described insurai	76 **	mile ar e	pany are in full force and effect
	Name of Coverage	Pol y N mb	Eff Date	E prahen Date	Lon to of Liability
	Werkmen's Compensation				Statutory
`	Public Liab I ty-Bed ly Injury (Not A to)	CG608350	7-1-75	7-1-76	\$ 500 000 each occu ence
	P bl. LiabilityP operty Damage (Not A to)	SAME	SAME	SAME	SINGLE 000 each occ rrence,
	(Eplation Cellap Udgud Hearths N t C vered Ules Oth w Stated Hem)				\$ 000 each occurrences
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	Products Complit d Ope in Bod ly Inj. y				\$ 000 each oc u reneg-
					\$ 000 each oc u reneg. \$ 000 each occurrence \$ 000 agg egate
	Bod ly Inj y  Products Compl t d Ope ti				\$ 000 aggrey to
	Products Compilit d Ope in Property D mag  Specifi Centre tual—Bodily Injury (Othe Than Incidental C tracts A Defiled				\$ 000 aggrey to \$ 000 each occurrence \$ 000 agg egate

Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a numicipality required by inumicipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Automobile-Bod ly I j ry

B glary Plate Gla s

A temeble-Preparty Damage

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or nability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

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			<i>'</i> '					Authorized .	Agent
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000 e h person 000 e h o rrence

000 each occurrence

#### CERTIFICATE OF INSURANCE

Address of Insured 17809 South Broadway.  Gardena, California 90248  Location Covered 17770-80 Rowland Street  City of Industry, CA  Operations Covered  THIS IS TO CERTIFY TO CERTIFICATE HOLDER  Moling Add ess Shi el And N mbe City Shote Zip Code!  Jack C Ecoff  447 Fernwood Drive  Oxnard, CA 93030  Telfective 1-6-76	Name of Insured	Elixir Industries, Inc., A California Corporation
Gardena, California 90248  Location Covered 17770-80 Rowland Street  City of Industry, CA  Operations Covered  THIS IS TO CERTIFY TO CERTIFICATE HOLDER  Moling Add ess Sir el And N mbe City Stole I p Code:  Jack C Ecoff  447 Fernwood Drive  Oxnard, CA 93030  Oxnard, CA 93030  COVERAGE: privided in Company initialed below  XX A AETNA INSURANCE COMPANY  We at the property of the MIDW  C - CENTURY INDEMNITY COMPANY  C - CENTURY INDEMNITY COMPANY	Traine or Tradica	
City of Industry, CA  Operations Covered  THIS IS TO CERTIFY TO CERTIFICATE HOLDER  Moling Add ess Sir el And N mbe Chy Shole I p Code:  Jack C Ecoff  447 Fernwood Drive  Oxnard, CA 93030  Oxnard, CA 93030  City of Industry, CA  COVERAGE: privided in Company initialed below  WXX A AETNA INSURANCE COMPANY  U AETNA FIRE UNDERWRITERS INSURANCE CO  M - AETNA INSURANCE COMPANY OF THE MIDW  C - CENTURY INDEMNITY COMPANY  C - CENTURY INDEMNITY COMPANY	Address of Insured	
Clty of Industry, CA  Operations Covered  THIS IS TO CERTIFY TO CERTIFICATE HOLDER    Moling Add ess Sir el And N mbe City Shole Zip Code	Location Covered	Gardena California 90248 / / 17770-80 Rowland Street
THIS IS TO CERTIFY TO CERTIFICATE HOLDER    Moling Add ess Sir el And N mbo City Shole Z p Code    Jack C Ecoff		City of Industry, CA
	Operations Covered	
	Mo I ng Add	ess Sir et And N mbe City State Z p Code)
Oxnard, CA 93030 C - CENTURY INDEMNITY COMPANY		DOD DELVE LA AETNA INSURANCE COMPANY  LA AETNA FIRE UNDERWRITERS INSURANCE CO
Effective 1-6-76	Oxnard, C	
		t Effective 1-6-76

c•	Nam of Co erage	Poli y N mber	Eff 1 e Dat	E piration D to		Limits of Liebility
	Workmon Compensation					Statutery
Α	P blic Lipb I ty-Bed ly Injury (Not Auto)	CG608350	7-1-75	7-1-76	\$ 500 COMBINE	000 each occurrence
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Includes co crage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agree ment or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OF ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

	By		
(Include One	Duplicate Copy for each Policy listed hereon	Authorized	Agent

Th Att chig C die compet dily which dismit is disequit to pip to f the policy

LIABILITY

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#### ADDITIONAL INSURED

(Premises Leased to the Named Insured)

The name it make an aless ord dby the provisions of the care of the care

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPER S INSURANCE

In a endorsement effective

January 6, 1976

forms a part of policy No CG60

CG6083>0

issued to

Elixir Industries, Inc A California Corporation

by Aetna Insurance Company

Ato dRp sett

#### SCHEDULE

Premium:

Bodily Property Injury Damage Liability Liability

Included in
composite rate

Designation of Premises (Part Leased to Named Insured)

17770-80 Rowland St City of Industry, CA Name of Person or Organization (Additional Insured)

Jack C Ecoff

If a ecc. e Pcr s u r c is men ed to include as an insured the person or organization designated above, but only with respect to the follor a 1 e s

The insura ie do sin tapply

i that occurrence which this place after the named insured ceases to be a tenant in said premises

? o ct a t a o s w controllon or demoition operations performed by or on behalf of the person or organization designated above

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CERTIFICATE OF INSURANCE					
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CERTIFICATE OF IN	ISURANCE _				a Copus	*
		DESCRIPTIVE	SCHEDULE	-	1/16/2	er.
Name of Insured_	Ellxir Ind	istries, I	nc., A Ca	lıfornıa Cor	poration Cer	76
Address of Insured	17809 Sout					<u> </u>
Location Covered_						<del></del>
Operations Covered			}			<del>_</del>
THIS IS TO CERTIFY						
•	okerage, Inc	•	CO	/Ekalicis provided in (	Company initialed below	ı
1310 S F	7th Avenue	1/15/76	, <u>XX</u> 'A		ICE COMPANY	CE CO
	( )	145 m g 1	( €,	AĒTNA INSURAN	ICE COMPANY OF TH	E MIDWES

that on the above date the following described instrance policies, issued by this Coinpany are in full force and effect subject to all the terms conditions limitations and exclusions thereof;

- CENTURY INDEMNITY COMPANY

Ce Nom of Co rag	Policy 15	Eff 1 Date	E proton	Limits of ⁴ Liability 1.	
Werkmen's Compe sation }	4 1	, TR. 2.3		Statutory	
Public Liob Try-Bod ly Injury (Not A to)	CG608350	7-1-75	7-1-76	\$ 500 tXXX each oc ur nce	
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(Eploon Cilap Udgod Had Nit Cood Ui Othw Stated Her)				\$ 000 each occur ence \$ 000 agg egate	
Poducts C mpl d Ope to		t		\$ 000 each occu rence \$ 000 aggregate	
P aducts Compl ted Ope h Property D mag		-		\$ 000 ach occurrence \$ 000 agg egat	
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Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give virtten notice to the above Named Certificate holder but failure to give such notice shall im puse no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS. EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

(Include One Duplicate Copy for each Policy listed hereon)

CERTIFICATE C	JF INSUI	MANC
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	CERTIFICATE OF INSURANC				4	Firm
	- 4	DESCRIPT	IVE SCHEDULE	-		A CILIA
	Name of Insured Elixir	Industries	Inc. A C	alifornia	Corporati	on
	Address of Insured 17809	South Broady	vay,			
	Garden	a. Californi	a 90248			<del></del>
		80 Rowland S				
	City o	f Industry,	CA /			
	Operations Covered					r
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	Mailing Add ess (Street And Numb	er City State Zip Code/	<del>•</del> /	COVERAGE is provided	t in Company indi	alad halaw
	Ward, Incorporated c/o Elixir Industri	100	<del></del>		• •	
	17809 South Broadwa			A = AETNA INSU		
,	Gardena CA 90248	a y	Later Comme			S INSURANCE CO
ا پار جنو	Gardena, CA 90248	4.12.4.12.13				ANY OF THE MIDWI
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	that on the above date the following	declive		The Commo	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	tome and offers
٠,	subject to all the terms conditions limi	tations and exclusi	ons thereof. The	ではずa	iny are in iun	i loice and enect
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_	Spec Rc Contractual—P operty Damage	105		<b>\</b>	\$ 5.000	000 each occurren
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	in The Policy)		17-1 M	/, ? .	2 13 18 5	1 000 aggregate a
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	Automobile—Bodily Injury	- Chu		1	\$ 70 00	000 each person 000 each occurren
-	Automobile—Property Damage	<del>                                     </del>		<del>                                     </del>	\$	000 each occurrer
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	•Includes coverage for the following in in connection with construction or di municipality required by municipal of ment or (5) elevator maintenance agree	emolition operation (dinance except i	ns on or adjacen	it to a railroad	(3) undertaku	ng to indemnify a
	Should any of the above described will endeavor to give written notice	to the above Na	med Certificate	normal expirat	ion date there	of the Company th notice shall im

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

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LIABILITY

\$ 6 109

L 9109 (Ed 7 65)

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following Comprehensive Beneral Liability Insurance

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

STOREKEEPER'S INSURANCE

This endorsement effective

uly~1, 19

forms a part of policy No

- CG608350

issued to w Elixir Indust

s, Inc

California Corporation

, f

Aetna Insurançe Company

Author zed Rep sen

Premiums

Injury Liability Property Damage Liability

Included in
composite rate

Designation of Premises (Part Leased to Named Insured)

17770-80 Rowland St City of Industry, CA

Name of Person or Organization (Additional Insured)

'Ward, Incorporated

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated above but only with respect to lab lity arising out of the owne snip maintenance or use of that part of the premises designated above leased to the named insured and subject to the following additional exclusions

The insurance does not apply

1 to any occurrence which takes place after the named insured ceases to be a tenant in said premises

2 to structural alterations new construction or demolition operations/performed by or on behalf of the person or organization designated above

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CERTIFICATE OF INSURANCE

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Name of Insured	Elixir Industries, Inc., A Californ	rnıa Corpo	pration
Address of Insured	17809 South Broadway,	· · · · · · · · · · · · · · · · · · ·	Copy
Location Covered	Gardena, California 90248		
	WITH REGARDS TO LEASED EQUIPMENT		
S IS TO CERTIFY	O CERTIFICATE HOLDER.	₹*,	

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COVERAGE is provided in Company initialed below  $\mathbf{X} \mathbf{A} = \mathbf{AETNA}$  INSURANCE COMPANY 2

U = AETNA FIRE UNDERWRITERS INSURANCE CO M = AETHA INSURANCE COMPANY OF THE MIDWE

that on the above date the following described insurance policies issued by this Company, are in full force and effect subject to all the terms conditions limitations and exclusions thereof,

c.	Name of Coverage	\ Policy ≥ Number	Effective ** Date	/v Experitions/yel	Limits of Limits of Limits
	Workman's Componsation *	**		4.	- * Statutory
Α	Public Liebility—Bedity Injury (Not Auto)	CG608350	7-1-75	7-1-76	\$ , 500 000 each occur nce COMBINED
Α	Public Liebility—Property Damage (Not Auto)	SAME	SAME	SAME * *	\$SINGLE 000 each occurrence \$1,1MTT 000 aggregate
	(E plosion Collapse Underg ound Hazards Not Covered Unioss Otherwise Stated Herem)			4	\$ 000 each occurrence \$ 000 aggregate
	Products-Completed Operations  Bodily Injury	av _	7 60 3	4 3 44 3	\$ 000 each occurrence \$ 000 aggregate
	Products-Completed Operations Property Demage	igh 4	* * * * * * * * * * * * * * * * * * *	**	\$ \( \tilde{\pi} \) 000 each occurrence \( \tilde{\pi} \) \( \tilde{\pi} \) 000 aggregate
45 ( g	Specific Contractual Bodily lajory			小型类	000 each occurrenc
***	Specific Contractual—Property Damage ?  (Othe Then Incidental Contracts As Defined in The Policy)				\$ 600 each occurrence
A	Provides coverage for H	SAMESTAI OLD HARMLES	SAME SAME S Provision	AME, April 2	Ş, SAME + , 4 .
	1 4 2 2 3 1 5 - 7	全部的		河道路	Agreement
	Automobile Sodily Injury p	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	404	夫政协、	\$ 000 each person 000 each occurrence
	Automobile—Property Damage	1	16 0 7	<b>→</b> 7 _k	\$ 000 each occurrence
	Burglary		gu# ( "	, d v _v	hm 18°
<u> </u>	Plate Glass >		nd mrs	r- ,a	5

•Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endourness give written notice to the above Named Certificate-holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

30 days, except for non-payment of premium this centrate of histrance neither affirmatively nor negatively amends to AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POUCY NUMBER

(Th Att ch g Cl d be complited oily wh

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**ADDITIONAL INSURED** 

* Equipment

Es Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPER S INSURANCE

This endorsement, effective

CG608350

issued to

LIABILITY

Elixir Industries,

Insurance Comp

Premiums

Bodily Injury Liability Property Damage Liability

Included in composite rate

Leased to Named Insured)

LEASED EQUIPMENT

SCHEDULE

Name of Person or Organization (Additional Insured)

Zım Container Service

L 9109

(Ed 7 66

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership maintenance or use of that seed of the market designated above leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- 1 to any occurrence which takes place after the named insured ceases to be a tenant in said premises
- 2 to structural alterations new construction or demolition operations performed by or on behalf of the person or organization designated abo

[AUTHENTIC]

NCE COMPANY/FEDERAL AETNA INSU in fled he comp y)

#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, Inc A California Corporation 17809 South Broadway Gardena, CA 90248

The company hereby states that it has ssued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of Lability set forth here n. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in It is furn shed as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights a dilabilities of the parties will i be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

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TYPE OF INSURANCE	POLICY	EFFECTIVE &	EXPIRATION		IS OF HABILITY
(Idic by X I Bo) with	NUMBER #2	y DATE 3	DATE	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
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<u>+ د رخها</u> نم	CG608350 1	₩7-1-75 <u>*</u>	7-1-76	COMBINED SINGL	E LIMIT
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2 Provide	es coverage	"for HOLD	HARMLESS P	rovision of Sect	ion I (1)
	tu Nardomo			** X2- ·	

Indemnity Agreement

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization 

30 day

LI 8 6 85

Zim Container Service Equipment Control 1281 Pier J Avenue Long Beach, CA 90820

Date

8-26-75

COMPANY

Org & lopy delivered

CERTIFICATE OF INSURANCE

2 copus to each lo

NAMED INSURED AND ADDRESS

Elixir Industries, Inc A California Corporation 17809 South Broadway Gardena, CA 90248 The company hereby states that it has ssued to the ir sured named herein a policy or policies of insurance providing the types of insurance and limits of liabilities to forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alter the coloring afforded by the policies scheduled here in it is furnished as a matter of information only confering rights upon the holder and is issued with the under standing that the rights of displicities of the parties will be governed by the original policy or policies as the may be lawfully amended by endorsement from times.

			المعدد	E Store
TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE #	EXPRATION DATE	F BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY
C mpr henuve Automobil Gobility	Aetna (1) 2 12 CG608350 12	7-1-75	7-1-765	\$7500,000 - Brong 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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EMPLOYERS LIABILITY (Uni he wise d he policy numb fit and p ion dat			(	COYERAGE B—EMPLOYEES SUBJECT TO COMPENSATION LAW  \$
he m hos show f work men nc)		,		COVERAGE B-EMPLOYEES NOT SUBJECT TO COMPENSATION LAW
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REMARKS - N &	TATNER SER	VICE Is no	med as add	ditional insured as respects

1 ZIM CONTAINER SERVICE Is named as additional insured as respect

2 Provides coverage for HOLD HARMLESS Provision of Section I (1)

Indemnity Agreement

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organizat at the address shown/notice of cancellation and XMMXXXXXIX notice of any material change in any of the described policies

30 day

Zim Container Service -Equipment Control , 1281 Pier J Avenue Long Beach, CA 90820

Date 1 2 4 75 34

Howard Lardies

LIAB 1618S

RINTED IN U S

# CERTIFICATE OF INSURANCE REVISION OF PREVIOUSLY ONE ISSUED

	DESCRIPTIVE :	SCHEDOFF	₩ m → m m m m m m m m m m m m m m m m m
Name of Insured	Elixir Industries, Inc	A Calıfornıa	Corporation
			0044
Address of Insured	17809 South Broadway		1 5
rida as or ribared	on- women, odarior ind	1243	
Location Covered_	18315 Laurel Park Road		
200411011 00101011	Compton, California		
Operations Covered_			
The Manufa Company an 2091 San J Newport Be	TO CERTIFICATE HOLDER  Id ass (Street And Number C by State 1 p Code)  Acturers Life Insurance  Id The Allison Company  Joaquin Hills Road  Each, CA 92660  The Campbell	<b>A</b> = AETN <b>U</b> = AETN <b>M</b> = AETN	provided in Company initialed below  A INSURANCE COMPANY  A FIRE UNDERWRITERS INSURANCE CO  A INSURANCE COMPANY OF THE MIDWES  URY INDEMNITY COMPANY
	Effective 7-2-75		
that on the above date	the following described insurance pol	icies issued by this (	Company are in full force and effect

subject to all the terms conditions limitations and exclusions thereof

Co	N m of Co ag	Policy N mb	Effe t Dat	E p at D t		lim ts of Liab I ty
	Workmen's C mp satio					Stat tory
Α	P blic Lab I ty-Bod ly I   ry (Not Auto)	CG608350	7-1-75	7-1-76	\$ 500 COMBINE	000 each occurrence
А	P bl Lab l ty—P perty Damag (Not A to)	SA.1E	SAIE	SAME	SINGLE SLIMIT	000 each occu ence 000 aggregate
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[•]Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

<b>*</b> 30	days	except TE OF INSURAN	for nice Neither	on-pay me	POF NEGAT	NEL EWEY A	n Extends or a	LTERS THE CO	OVERAGE AFFO	ORDED BY THE F	POLICIES IN	DICATED
	ON THIS CERTI	FICATE UNDER I	POUCY NUM	WER		/						

(Include One Duplicate Copy for each Policy listed hereon)

Authorized Agent

(The Attach ng Cla se

be completed oily when this endorsement is issued is been

) preparation of the policy)

LIABILITY

G 109

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#### ADDITIONAL INSURED (Premises Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

STOREKEEPER S INSURANCE

This endorsement effective

July 2, 1975
(12 01 A M sta da d t me)

forms a part of policy No

CG608350

issued to

Elixir Industries, Inc A California Corporation

Aetna Insurance Compan/ bу

Heart of the house of the

SCHEDULE

Premiums

Bodily Injurý Liability Property Damagé Liability

Designation of Premises (Part Leased to Named Insured) Name of Person or Organization (Additional Insured)

Included in composite rate 18915 Laurel Park Road Compton, California

The Manufacturers Life Insurance Company and The Allison Company

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated above but only with respect to liability arising out of the ownership maintenance or use of that part of the premises designated above leased to the named insured and subject to the following additional exclusions

- 1 to any occurrence which takes place after the named insured ceases to be a tenant in said premises
- 2 to structural alterations new construction or demolition operations performed by or on behalf of the person or organization designated above

[AUTHENTICI]

INSERT	
NAME	OF
COMP	ANY

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YET 'Y ISTAMICE COMBAIX

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Clixir Industries, 221/ 17309 S Broadway Cardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	BODILY INJURY LIABILITY	PROPERTY DAMAGE UABILITY
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VORKM N.S.				1 h w d bd (b) b l v	p ID Lwf fhS
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				(b) COVERAGE B-EMPLOYEES SUBJECT TO CO	WOENE TON LINE
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### CERTIFICATE OF INSURANCE

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NAMED INSURED AND ADDRESS
CElicir Industries, etal
17309 S Broadway
Gardena, CA 90248

The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY  BODILY-INJURY TABILITY  PROPERTY DAMAGE LIABILITY				
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				300.000. "h				
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at the address shown pot	tice of cancellation	n and when the	notice of an	y material change in any of the described policies				
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TNA INSURANCE COMPANY il d he comp y)

#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, etal 17809 S Broadway Gardena, CA 90248

The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to fime

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION			UMITS O	UABIUTY	BIUTY	
(Id t by X I Bo)	NUMBER	DATE	DATE		BODILY INJ	JRY LIABILITY	PR	OPERTY DAMAGE U	ABUTY
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REMARKS

Combined Single Limit - Bodily Injury & Property Damage ****** \$500,000

ALL OPERATIONS OF THE NAMED INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization 

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NSERT	
NAME OF	
COMPANY	

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, etal 17809 S. Broadway Gardena, CA. 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	LIMITS O	F UABILITY
(Id I by X I Bo)	NUMBER	DATE	DATE	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
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The mph Gallabity  Ment of the bity	CG608350	7-1-75	7-1-75	, 100,000 ····	100,000. on h
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ROAD FORM XCESS LIABILITY					d t mpltd p d d lyg d crbd
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ARKS It is agreed that the City of Los Angeles is included as an Additional Insured.

This certificate is issued at the request of the person of paragraphic named below and the company will mail to such person or organization at the address shown police of capcellation and where possible notice of any material change in any of the described policies

The City of Los Angeles
Office of the Board of Public Works
373 City Hall
Los Angeles, CA. 90012

Date	7-2-75/tp	
Ву		
	A hod Rp	

### OVERLOAD DAMAGE ENDORSEMENT L A M C SEC 62 145

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED THAT THE CITY OF LOS ANGELES SHALL BE INDEMNIFIED FOR ANY LOSS, COST OR DAMAGE TO PUBLIC STREETS, CURBS OR SIDEWALKS, OR OTHER PUBLIC PROPERTY RESULTING FROM THE TRANSPORTATION OR MOVING OF ANY OVERLOAD OVER THE STREETS OF SAID CITY BY THE INSURED, PURSUANT TO ANY OVERLOAD PERMIT FROM THE CITY OF LOS ANGELES

AS TO THE INTERESTS OF THE CITY OF LOS ANGELES THE COMPANY ALSO AGREES THAT SAID POLICY OF INSURANCE SHALL NOT BE SUBJECT TO CANCELLATION EXCEPT AFTER NOTICE TO THE CITY ATTORNEY BY REGISTERED MAIL AT LEAST 30 DAYS PRIOR TO THE DATE OF CANCELLATION

NAME OF INSURED	Elixir	Industries, etal	
	Name		
	17809 S	outh Broadway	
	Addre	88	
	Gardena	, CA	90248
	city		State
POLICY NUMBER	CG608350		
	7-1-75		
EXPIRATION DATE	<b>6</b> -1-76		
NAME OF INSURANCE	E COMPANY	Aetna Insurance Co	mpany
		3580 Wilshire Blvd	1
		Address Los Angeles, CA	90010
		City	State
SIGNATURE OF AGE	:NT		

#### Note

Two copies of Certificate of Insurance with a copy of this endorsement attached to each is required Both the certificate and endorsement must be hand signed by the authorized insurance agent

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#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, Inc 17809 So Broadway Coff Gardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	UMITS OF LIABILITY			
(ld r by X I B )	NUMBER	DATE	DATE	BODILY INJURY MABILITY	PROPERTY DAMAGE LIABILITY		
Physical Damage	CG608350	7/1/75	7/1/76	500,000COMBINED SECOMPREHENSIVE NOW			
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C Ownst did d							
ocialla Excess Classificy (Tea Ins Co)	9 <b>2035</b> 65	7/1/74	7/1/77	\$2,000,000 Zach Occ	urrence/Ikcess of		
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mb ff dp d h m h hw fwk m mp )				COVERAGE B-EMPLOY ES NOT SUBJECT	TO COMPENSATION LAW		
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REMARKS

ALL VEHICLES LEASED, RENTED TO OR HANDLED BY THE NAMED INSURED

IT IS AGREED THAT UNITED STATES FLEET LEASING, INC. IS NAMED AS AN ADDITIONAL INSURED.

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies 30Days

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UNITED STATES FLEET LEASING, INC 320 Hatch Drive Foster City, CA 94404

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AUTOMOBILE LOSS PAYABLE ENDORSEMENT TO N LD I 37 L

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C3608350/79203565

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by

Los Angeles, California

at its Agency

located ( + d ++)

United States Fleet Leasting Fredorgement

Name and Address of Lien Holder 320 Hatch Drive

Foster City, CA 94404

corre

With respect to the interest of the above named its successors and assigns (hereinafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy it is Company hereby agrees as follows

- Loss o damage f any to the prope ty described in this policy shall be payable firstly to the Len Holder and secondly to the insured as their interests may appear provided nevertheless that upon demand by the Lien Holder upon the Company for separate settlement the amount of said loss shall be pold directly to the Len Holder to the extent of its interest and the balance if any shall be payable to the insured
- The insurance under this policy as to the interest only of the Lien Holder shall not be impared in any way by any change in the title of ownership of the property or by any breach of warranty or condition of the policy or by any omission or neglect or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subject on of the property to any conditions use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof by the insured or the insured significant employees agents or representatives whether occurring before or after the attachment of this agreement of whether before or after the loss.

  PROVIDED however that the wrongful conversion embezzlement of secretion by the Purchaser Mortgagor or Lessee in

PROVIDED however that the wrongful convers on embezzlement o secret on by the Purchaser Mortgagor or Lessee n possess on of the insured property under mortgage conditional sale contract lease agreement or other contract is not covered under this policy unless specifically insured against and premium paid therefor

- In the e ent of failure of the insured to pay any premium or additional piemium which shall be a become due under the terms of this policy if this Company agrees to gie written notice to the Lien Holde of such non payment of premium after sixty (60) days form and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continularity of the Lien Holder he europer that the Lien Holder when so not fied in witing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the piemium due within ten (10) days following lecept of the Company's demand in witing the efoil for the Lien Holder shall decline to pay said piemium or additional premium the rights of the Lien Holder under this Automobile Loss Payable Endorsement shall not be tell minimated before ten (10) days after ecopy of said written notice by the Lien Holder.
- 4 If the Company elects to cancel this policy in whole or in pair for non payment of piemium of o any other reason, the Company will follow a diacopy of the cancellation notice to the Len Holde at its office specified he eight endirer concurrently with the sending of notice to the insuled but in such case this policy shall continue in foice for the benefit of the Len Holde only foiten (10) days after written notice of such cancellation is eace ed by the Lien Holder. In no eight as to the interest only of the Len Holde shall cancellation of any insulance under this policy cole in group the property described in the policy be effected at the equest of the insured before ten (10) days after written notice of request for cancellation shall have been given the Len Holder by the Company. In the event of cancellation of this policy the uneal ned premium shall be paid to the Len Holder policy ded the said Len Holder has advanced the premium.
- 5 If the e b any othe insurance upon the within described property it is Company shall be lable under this policy as to the Lien Holde only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collect ble insurance of similar characterion said poperty under policies held by poyable to and expressly consented to by the Lien Holde and to the extent of payment so made this Company shall be subrogated (pio rata with all other insurers contibuting to said payment) to all of the Lien Holder's rights of contibution under said other insurance.
- Whene e this Company shall pay to the Lien Holder any sum fol loss or damage under this policy and shall claim that as to the insured no liability therefor exists this Company at its option may pay to the Lien Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy (with refund of all interest not accrued) and this Company shall thereupon receive a full assignment and transfer without recourse of said obligation and the security held as collateral thereto but no subrogation shall impair the right of the Lien Holder to recover the full amount of its claim.

  The coloring granted under this policy shall continue in full force and effect as to the interest of the Lien Holder only for a specific policy.
- The co erage granted under this policy shall continue in full force and effect as to the interest of the Lien Holder only for a pe od of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder pay able to the Lien Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lien Holder. In the event of a loss not otherwise covered duing the extended ten (10) day period he ein referred to an annual policy covering the same haza distribution in sure dunders the original policy shall be ssued and accepted by the Lien Holder and Mortgagor
- Should the owne ship and right of possess on of any of the property covered under this policy become vested in the Lien Holder or its agent this policy shall continue for the term thereof for the benefit of the Lien Holder (with all incidents of ownership of the policy) but in such elent Paragiaphs two (2) if ve (5) and six (6) of this Automobile Loss Payable Endorsement shall no longe apply pip of ded in eitheless all prilleges and endo sements which by leason of the printed conditions of this policy are or may be necessary to maintain the all dity of the contract all eleby granted for a period of thity (30) days and all not ces tikewise equired to be given to the Company by the insuled are heleby waived for a period of thity (30) days with the exception of equirements applying at the time of or subsequent to a loss.
- 9 All notices herein provided to be given by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch shown above or if none be specified at its head office at

Nothing he ein contained shall be held to vary alter walle or elitendiany of the terms conditions agreements or limitations of the abovement oned policy other than as above stated

Form 49A

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Author zed Representative

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NAME	OF
COD.	NY

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#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

1 Lair Industries, Inc 17309 So Broadway Gardena, CA 20248 Coff The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION		OF LIABILITY
	NUMBER	DATE	DATE	BODILY INJURY HABILITY	PROPERTY DAMAGE LIABILITY
Caph Atmbilbliy				500,000 COMBEED	SINGLE LI HT ""
Damage Comp h G ILL bly	CC603350	7/1/75	7/1/76		\$100.DED. COLLISIO
DM for d Cial billy			1	ea h	\$ ea h
□Ownstdldd Tibblty					
Jabrella Ercess Liability (		7/1/74	7/1/77		dirrence/Lace#3 % 1 \$10,000 etention
BROAD FORM EXCESS LIABILITY				Shit If didlet hply	
WORKMEN S COMPENSATION				()	Wkm Cmpt Lwfth St )pID LwfyfhSt w
EMPLOYERS LIABILITY				(b) COVERAGE B-EMPLOYEES SUBJECT TO C	OMPENSATION LAW
UI hw dih piy				S  COVERAGE B-EMPLOYEES NOT SUBJECT	TO COMPENSATION LAW
hm hhwfwk nmp )				INJURY BY ACCIDENT	INJURY BY DISEASE
				\$ m 1 y h d t	\$ h mpl y as a t (ea h t )
	ł			MEDICA	AL \$ mpi y

REMARKS ALL VEHICLES LEASED, RENTED TO OR HANDLED BY THE NAMED INSURED

IT IS AGREED THATFORD MOTOR CREDIT CO IS NAMED AS AN ADDITIONAL INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies 30 Days

FORD MOTOR CREDIT CO
P O Box 4115
nayward, California

Date	9/2/75	377
Ву		
	4 bo d 8 n	

AUTOMOBILE

LOSS PAYABLE ENDORSEMENT 31 - HP

12 1r I li trues, Inc

2503350/742135 65 ssued to

etna/Crainns Dargan Coly
Los Angeles, California

3/2/of is Agency

Name and Address of Lien Holder

Ford motor Creaks Co Box 4115 daywaru, California

Date of Endo sement

With respect to the interest of the above named its successors and assigns (here nafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy it is Company he eby agies as follows

- Loss or damage if any to the property described in this policy shall be payable firstly to the Lien Holder and secondly to the nsured as their interests may appead provided ne ertheless that upon demand by the Lien Holde upon the Company for separate settlement the amount of said loss shall be paid directly to the Lien Holder to the eitent of its interest and the balance f any shall be payable to the nsured
- 2. The insurance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title or ownersh p of the prope ty or by any b each of warranty or condition of the policy or by any omission or neglect or by the performance of any act in violation of any terms or conditions of the policy or because of the fallule to perform any act required by the terms or conditions of the policy or because of the subject on of the poperty to any conditions use of operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof by the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the insured or the ment or whether before a after the loss

PROVIDED however that the wrongful convers on embezzlement or secret on by the Pu chase. Mortgago or Lessee in passess on of the insured property under martgage, conditional sale contract, lease agreement, or other contract is not collect under this policy unless specifically insuled against and premium paid therefor

- In the event of fa lure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy it is Company agies to gile written notice to the Lien Holder of such non payment of premium after sixty (60). days from and within one hundred and twenty (120) days after due date of such piemium and it is a condition of the continuiance of the lights of the Lien Holder he eunder that the Lien-Holde when so not fied in wilting by this Company of the failule of the insuled to pay such piemium shall pay o cause to be paid the premium due within ten (10) days following recept of the Company's demand in writing the efoil fithe Lien Holder shall decline to pay said piemium or additional piemium, the ghts of the Lien Holder under this Automobile Loss Payable Endo sement shall not be terminated before ten (10) days after ece pt of sa d w tten not ce by the Len Holde
- 4 If the Company elects to cancel this policy in whole or in part for non-payment of premium or foliany othe reason, the Company will folian discopy of the cancellation notice to the Lien Holde at its office specified he enafter concurrently with the sending of notice to the insu ed but in such case this policy shall continue in force to the benefit of the Len Holde only for ten (10) days after with notice of such cancellation is elevited by the Len Holde. In no elent as to the interest only of the Len Holde is shall cancellation of any insu ance under this policy covering the property described in the policy be effected at the equest of the insu ed before ten (10) days after with the notice of request for cancellation shall have been given to the Len Holde by the Company In the e ent of cancellat on of this policy the unearned premium shall be paid to the Len Holder p ovided the said Len Holde has ad anced the premium
- nsu ance upon the within described property, this Company shall be liable under this policy as to the Len Holde only for the p oport on of such loss or damage that the sum hereby insured bears to the whole amount of vold and collect ble insurance of similar character on said property under policies held by payable to and expressly consented to by the Len Holde and to the eitent of payment so made this Company shall be subgroupted (pro rata with all other insure's contributing to said payment) to all of the Len Holder's ghts of contribution under said other insurance in the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribution of the contribu
- Whene er this Company shall pay to the Lien Holde any sum to loss or damage under this policy and shall claim that as to the nsu ed no lability the efo exists this Company at its option may pay to the Len Holde, the whole pincipal sum and interest due on to become due from the insu ed on the obligation secured by the property insu ed under this policy (with refund of all interest not accrued) and this Company shall thereupon receive a full assignment and transfer without recourse of so display on and the seculty held as collateral thereto but no subrogation shall impair the right of the Len Holder to recover the full amount of its claim.

  The coverage granted under this policy shall continue in full force and effect as to the interest of the Lien Holder only for a
- pe iod of ten (10) days after e p ration of sa d policy unless an acceptable policy in renewal thereof with loss thereunde pay able to the L en Holder in accordance with the terms of this Automobile Lass Payable Endorsement shall have been issued by some insurance company and accepted by the Lien Holder. In the event of a loss not otherwise covered during the extended ten (10) day pe od here n eferred to an annual policy covering the same haza ds to the prope ty insu ed under the original policy shall be ssued and accepted by the Lien Holder and Mortgagor
- Should the owne ship and ght of possess on of any of the plope ty covered under this policy become vested in the Lien Holder of its agent this policy shall continue to the term the eof for the benefit of the Lien Holder (with all incidents of ownership of the policy) but in such eight paragraphs two (2) if e (5) and six (6) of this Automobile Loss Payable Endorsement shall no langer apply planded ne eitheless all plieges and endo sements which by reason of the printed conditions of this policy are a may be necessary to maintain the alidity of the contract are hereby granted for a period of thity (30) days and all not ces I kew se required to be given to the Company by the insured a e hereby wailed for a period of thirty (30) days with the exception of equ ements appling at the time of or subsequent to a loss.
- All notices here n p ovided to beig en by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch shown above or if none be spec fied at its head office at

Nothing here in contained shall be held to ally alter waive or eltendiany of the terms conditions log elements or limitations of the abo ement oned policy other than as abo e stated

Fo m 49A

#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

ELIVIR INDUSTRIES, INC 17809 So Broadway Cefy Gardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE EXPIRATION	UMITS OF LIABILITY						
(Idiby XIB)	NUMBER	DATE	DATE		JRY LIABILITY		AMAGE LIABILITY		
⊒ Cmph Atmbl Libliy					COMPLIED				
Physical Damage	#CG608350	7/1/75	7/1/76	COMPREHEN	SIV##ACV	& \$100 D	COLLI-		
□Cmphe G ILbity							510		
□M f i d Cont i L bity	ļ			\$	ea h	\$	ea h		
Ow tell d d	į								
C i i il bliy			i	\$	gg g t	\$	99 g f		
0					<del></del>				
				s	h				
BROAD FORM			Ì						
EXCESS LIABILITY				Sbj t If	gg gtp dt dimt		d bd		
				hply					
WORKMEN S				C g ff dd	d whh ()blw dhO d bd (b)bl	Wkm Cmp piD t w	Lwfh S wfyfh S		
COMPENSATION				()	()				
				(b)					
EMPLOYERS HABILITY				COVERAGE B-EMPL	OYEES SUBJECT TO C	OMPENSATION LAW			
Ul hw t d th ply				s					
mb ff dp d			i	COVERAGE B-EMPL	OYEES NOT SUBJECT	TO COMPENSATION	LAW		
thm thhwfwk				INJURY BY	ACCIDENT	INJURY	BY DISEASE		
			1	s	eah mly	s	h mal ::		
1			{	s	ea h	s	mply		
				•	d t		( h t t )		
			<u> </u>	1.	MEDICA	.L \$	h mpl		

REMARKS RD 1973 Tempte 2 Axle Flatbed Trailer Serial #27364

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

TIRST MATIONAL BANK OF OREGON
130 Garfield Street
Moodburn, Oregon 97071

Date 9/2/75 LF

By

A ho dRp

LIAB 16185

PRINTED IN U S A

INSERT
NAME OF
COMPANY

# AETNA INSURANCE COMP.

The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither

affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here

#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elikir Industries, etal 17309 So Broadway Garlena, CA 90248

in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

UMITS OF LIABILITY TYPE OF INSURANCE EXPIRATION DATE POLICY EFFECTIVE DATE BODILY INJURY LIABILITY PROPERTY DAMAGE MABIUTY s \$ C mp h Aut m b I L b l ty CG608350 7/1/75 7/1/76 \$ 500,000 500,000 C t t IL bity 500,000 500,000 BROAD FORM EXCESS LIABILITY gtpdt WORKMENS COMPENSATION ( ) (b) COVERAGE 8-EMPLOYEES SUBJECT TO COMPENSATION LAW EMPLOYERS LIABILITY COVERAGE B-EMPLOYEES NOT SUBJECT TO COMPENSATION LAW INJURY BY ACCIDENT INJURY BY DISEASE \$ ea h d \$ MEDICAL \$ n mpiyee

REMARKS

**\$500,000 COMBINED SINGLE LIAIT OF LIABILITY

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

> VILLIA 1-DIAMOND/ROUNDTRIE AGENCIES, INC P O Box 997

90714 Vilmington, CA

D.P. Rock Attn ılr

Date

8/13/75

Ву

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CERTIFICATE OF INSURANCE

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NAMED INSURED AND ADDRESS

Elixir Industries, etal 17809 S Broadway Gardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION	LIMITS OF LIABILITY				
(ld t by X I B )			DATE	BODILY INJURY LIABILITY		PROPERTY DA	AMAGE LIABILITY	
ÖCmph Atmblubliy O	CG608350	7-1-75	7-1-76	\$ ## \$ ##	ea h pers ea h	\$ **	ea h	
Cmph Gilbliy Mir d Ctrlbliy Ow Ldldd Trlbliy				\$	ea h	s	ea h	
□ С г 1 IL В I I у □ □					99 g t	•	99 9 †	
BROAD FORM EXCESS LIABILITY				S Sbjett If th ply	h 999P ddlm	d mpldp ddlyg	d bd	
Automopile Working Physica Damage Coverage	1	п	r	() ACV C	omprehensi deductibl	x ve		
EMPLOYERS LIABILITY  (UI hwyd hply mb ff d p d				COVERAGE B-EN	APLOYEES SUBJECT TO CO	OMPENSATION LAW		
hm th hwfwkimmp)				<del></del>	BY ACCIDENT	<del></del>	LY DISEASE	
				\$	eah mply eah dt	\$ 5	h mply gg g t (ea h t t	
					MEDICA	. <b>s</b>	h mpl y	

REMARKS 6* \$500,000. Combined Single Limit - Bodily Injury & Property Damage

It is agreed that Leo Hoffman Leasing Co is named as Additional Insured.

AS RESPECTS ALL VEHICLES RENTED TO OR LEASED BY THE NAMED INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

Leo Hoffman Leasing Co 15420 E Nelson Industry, CA. 91744

Date

7-17-75/tp

Aho dRp

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THE LET I ISURAICE CO IPAN

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Clicir Industries, etal 17309 S Broadway Gardena, CA 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	LIMITS OF LABILITY				
(lel t by X IB)	NUMBER	DATE	DATE	BODILY IN	JURY LIABILITY	PROPERTY DA	MAGE LIABILITY	
IÇmph Ambilbiiy ⊒	CG603350	7-1-75	7-1-76	\$ **	ea h P ea h	\$ <b>*</b> *	h	
Cmph Gilbiiy  Mifi d  Cibiy  Owildid  Tilbiy				s	ea h	\$	h	
C i IL bity				s	99 g t	\$	gg g i	
IROAD FORM XCESS LIABILITY				\$ \$ \$ \$ bi if h piy	h gggpo ddlm	d mpldp ddlyg	d bd	
Damage Coverage		п		10 367	Compresensi	rve		
EMPLOYERS LIABILITY  UI hwd hpi  mb ff dp d  hm hwfwk				s	PLOYEES SUBJECT TO CO		AW	
mp )				<b>——</b>	BY ACCIDENT	<u> </u>	Y DISEASE	
				\$	m ly	\$	mly gg (hi	
	[				MEDICAL	\$	h mpl y	

** \$500,000 Combined Single Limit - Bodily Injury & Property Damage

It is agreed that McCullagh Leasing, Inc /Commercial Credit Equipment Corporation is named as additional insured

AS RESPECTS . ALL VEHICLES RENTED TO OR LEASED BY THE MAKED I ISURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

cCullagh Leasing, Inc /Commercial Credit _quipment Corporation 30303 Little Mack Avenue Roseville, inchigan 48066

Date		
Ву	7-17-75/5	
	h d R	

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**L3**603320 Attached to and forming pait of Policy Number s rau, etal

ssued to

at its Agency

I surance Company

Los Ingelas, CA located ( ty d t t) Date of Endo sement Name and Address of Lien Holder 17cCallagh Leasing, Inc./Cormercial Credit lul ent Colporation, 30303 Little lack Avenue, Tosaville, Michagan 18,5

With respect to the interest of the above named its successors and assigns (hereinafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy this Company hereby agrees as follows

- Loss or damage f any to the p operty described in this policy shall be payable firstly to the Lien Holder and secondly to the nsu ed as the interests may appea provided ne eitheless that upon demand by the Lien Holder upon the Company fo sepa are settlement the amount of said loss shall be paid directly to the Lien Holder to the extent of its interest and the balance flany shall be payable to the insuled
- The insulance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title or ownership of the pioperty or by any breach of warranty or condition of the policy or by any omission or neglect or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions use o ope at on not pe mitted by the policy or because of any false statement conceining this policy or the subject thereof by the nsured or the insu ed's employees agents or replesentatives, whethe occurring before or after the attachment of this agies ment or whether before or afte the loss

PROVIDED however that the wrongful convers on embezzlement or secretion by the Purchaser Motgagor or Lessee in possess on of the insured property under mortgage conditional sale contract. lease agreement or other contract is not covered under this policy unless specifically insured against and premium paid therefor

- In the e ent of fa lure of the insured to pay any premium or additional premium which shall be or become due under the telms of this policy this Company agies to give written notice to the Lien Holder of such non payment of premium after sixty 60) days from and with none hundled and twenty (120) days after due date of such premium and it is a condition of the continuous of the rights of the Lien Holder hereunder that the Lien Holder when so not field in writing by this Company of the failure of the nsu ed to pay such p em um shall pay o cause to be paid the p em um due with n ten (10) days following rece pt of the Company's demand n writing therefo. If the Len Holder shall decline to pay said p em um o additional p em um the ghts of the Len Holde under this Automobile Loss Payable Endo sement shall not be teminated before ten (10) days after ece pt of sad witten notice by the Len Holder
- If the Company elects to cancel this palicy in whole or in pair for non-pay nent of piemium, or for any other leason, the Com pany will follow did a copiliof the cancellation notice to the Lien Holde at its office specified hele nafte conculently with the sending of notice to the insu ed but in such case this policy shall continue in foice for the benefit of the Len Holder only for the Len Holder is not certain the insu ed but in such case this policy shall continue in foice for the benefit of the Len Holder only of the Len Holder in no eight as to the interest only of the Len Holder shall cancellation of any insurance under this policy color in the poperty described in the policy be effected at the equest of the insured before ten (10) days after written notice of equest for cancellation shall have been given to the Len Holde by the Company. In the elent of cancellation of this policy the uneal ned plemium shall be paid to the Len Holde p o ded the sad Len Holde has ad anced the p em um
- If the e be any othe insulance upon the within described plope ty this Company shall be liable under this policy as to the Len Hold only to the place to one of such loss old amage that the sum help insued beals to the whole amount of all diand collect ble insurance of similal challet on said place to pay under policies held by payable to and eight personned to by the Len Holde and to the eight of payment so made this Company shall be sublingated (ploid at a with all other insure significant beautiful.) uting to said payment) to all of the Len Holder's ghts of contribution under said othe insurance
- Whene e this Company shall pay to the Lien Holder any sum fol loss or damage under this policy and shall claim that as to the nsu ed no lability the efo exists this Company at its option may pay to the Len Holde, the whole principal sum and interest due or to become due from the insu ed on the obligation secured by the property insured under this policy (with refund of all interest not acclued) and this Company shall the eupon receile a full assignment and transfer w thout recourse of said obligation and the seculity held as collateral the eto but no subrogation shall impair the light of the Lien Holder to recoler the full amount of its claim
- The cove age granted under this policy shall continue in full force and effect as to the intelest of the Lien Holder only for a per od of ten (10) days after expiration of said policy unless an acceptable policy in enewal the eaf with loss thereunde pay able to the Len Holde in accordance with the terms of this Automobile Loss Payable Endo sement shall have been issued by some nsu ance company and accepted by the Len Holder. In the event of a loss not otherwise collected up the extended ten (10) day pood he endefeed to an annual policy covering the same nazards to the property insured under the original policy shall be ssued and accepted by the Len Holde and Mo tgagor
- Should the owne ship and light of possess on of any of the plope ty cole ed under this policy become lested in the Lien Holde of its agent this policy shall continue for the term the eaf for the benefit of the Lien Holde (with all incidents of owne ship of the policy)but in such event. Policy agraphs two (2) if e (5) and six (6) of this Automotile Loss Payable Endo sement shall no longe apply p o ded ne e theless all p leges and endo sements which by eason of the pinted conditions of this policy ale o may be necessary to maintain the validity of the contract are heleby glanted for a period of thity (30) days and all not ces I kew selleguled to beig en to the Company by the insured ale helps walled for a pellod of thilty (30) days with the elleption of equiements applying at the time of or subsequent to a loss
- All not ces he en provided to be given by the Company to the Lien Holde in connection with this policy and this Automobile Loss Payable Endo sement shall be mailed to or delivered to the Len Holder at its office or branch shown above or if none be spec fied at its head office at

Nothing he ein contained shall be held to a yillater walle or extendiany of the terms conditions agreements of Imitations of the abo ement oned policy other than as above stated

Fo m 49A

AETNA INSURANCE COMPANY
FEDERAT TUSHRANCE COMPAN

#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Elixir Industries, etal 17809 S Broadway Gardena, CA. 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

	,,		<del> </del>				
TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	BODILY INJURY LIABILITY	MITS-OF LIAB	PROPERTY DAMAGE	LIABILITY
XXC mp h At mobil Libity	CG608350	7-1-75	7-1-76	; 100,000. ; 300,000	\$	100,000.	ea h
Cmph Gilbliy  Mifi d Contibiliy  Ownerldidd				s each spot of	DI	CSU	ea h
				\$ 99 0	s		gg g i
Umbrella exxections excess linsility	79203565	7-1-74	7-1-77	\$2,000,000. \$2,000,000 ag g	pdt Imt d	mpld p t d ly g	d bd
Automobile Physi Marketta cal Damage Coverage	- CG608350	7-1-75	7-1-76	O ACV Comprehen	sive		
EMPLOYERS LIABILITY  UI hw 11d h pl mb ff 1 d p d				COVERAGE B-EMPLOYEES SUBJECT	T TO COMPE	NSATION LAW	
mb ff t dp d h m th hwfwk m mp }				COVERAGE B-EMPLOYEES NOT SE	UBJECT TO C		
- "F"				INJURY BY ACCIDENT	h	INJURY BY DISE	
				} s	nply \$		eah mpiy gg g (eah t
					MEDICAL \$		n l y

REMARKS

It is agreed that United States Fleet Leasing, Inc. and Ford Motor Credit Co is named as an Additional Insured.

AS RESPECTS ALL VEHICLES LEASED TO, RENTED BY THE NAMED INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

United States Fleet Leasing, Inc & Ford Motor Credit Co.
P O Box 4115
Hayward, CA.

7-1-75/to	
A ho dR	
	7-1-75/tp

LOSS PAYABLE ENDORSEME

Attached to and forming pait of Policy Number

CG203350

ssued to

Tlimir Industries, etal . . c -Aetna Insurance Company

at is Agency

located 1 1 d 11) Los Angeles, CA

Date of Endo sement

7-1-75/tp

Name and Address of Lien Holder United States Fleat Leasing, Inc. & Ford lotor Credit Co.

P.O. Box 4115, Hayward, CA.

W th respect to the interest of the above named its successors and assigns (here nafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy this Company hereby agrees as follows

- 1 Loss o damage f any to the p operty described in this policy shall be payable firstly to the Lien Holder and secondly to the nsured as the interests may appear provided ne ertheless that upon demand by the Lien Holder upon the Company to sepa ate settlement the amount of said loss shall be paid directly to the Lien Holder to the eitent of its interest and the balance f any shall be payable to the nsured
- 2 The nsu ance under this policy as to the interest only of the Len Holde shall not be impaled in any way by any change in the title of ownership of the property or by any breach of warranty or condition of the policy or by any omission or neglect o by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions use or ope at on not permitted by the policy o because of any false statement conceining this policy of the subject thereof by the insured or the insured simpleyees agents or representatives, whether occurring before ar after the attachment of this agree ment or whether before or after the loss

PROVIDED however that the wrongful conversion embezzlement or secret on by the Purchaser Mortgagor or Lessee n possess on of the insured placety under mortgage conditional sale contract lease agreement or other contract is not collect unde this policy unless specifically insured against and premium paid the efor

- In the e ent of falue of the insuied to pay any premium or additional piemium which shall be or become due under the telms of this policy this Company agrees to gille written notice to the Lien Holder of such non payment of premium after sixty (60) days from and within one hundred and twenty (120) days afte due date of such piemium and it is a condition of the continuiance of the lights of the Lien Holder he eunder that the Lien Holder when so not field in witting by this Company of the failule of the insuled to pay such piemium shall pay o cause to be paid the piemium due within ten (10) days following recept of the Company's demand in witing the efoil fithe Lien Holder shall decline to pay said premium oliadd tonal piemium, the ghts of the Lien Holder under this Automobile Loss Payable Endo sement shall not be teiminated before ten (10) days after ece pt of sa d w tten not ce by the Len Holde
- 4 If the Company elects to cancel this policy in whole oil night for non-payment of piemium of for any other eason, the Com pany will forward a copi of the cancellation notice to the Lien Holde at its office specified hele nafter conculently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lien Holde ionly fo ten (10) days afte witten notice of such cancellation is eace led by the Lien Holde. In no elent ias to the intelestionly of the Len Holde shall cancellat on of any insurance under this policy cole ing the place bed in the policy be effected at the equest of the insured before ten (10) days after written notice of equest for concellation shall have been given to the Len Holder by the Company. In the eight of cancellation of this policy the unearned premium shall be paid to the Len Holde. p o ded the sa d L en Holder has ad anced the p em um
- 5. If the eiber any other insurance upon the within described property, this Company shall be liable under this policy as to the Len Holde only to the plopo tion of such loss olidamage that the sum heleby insuled beals to the whole amount of valid and collect ble insulance of similal challed on said property under policies held by poyable to and elipiessly consented to by the Lin Holde and to the eltent of payment so made this Company shall be subligated (piolicies) at a with all other insurers contrib uting to said paliment) to all of the Lien Holde is lights of contibution under said othe insulance
- Whene e this Company shall pay to the Lien Holde any sum for loss or damage under this policy and shall claim that as to the nsu ed no lability the efor exists this Company at its option may pay to the Len Holder the whole principal sum and interest due on to become due from the insured on the obligation seculed by the plope ty insured under this policy (with refund of all interest not accided and this Company shall thereupon receive a full assignment and transfer without recourse of said obligation and the seculity held as collate all the eto but no subrogation shall impall the right of the Lien Holde to recover the full amount of its claim
- 7 The coverage granted under this policy shall continue in full force and effect as to the interest of the Len Holder only for a pe od of ten (10) days after expiration of said policy unless an acceptable policy in enewal the eof with loss the eunder pay able to the Len Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some nsurance company and accepted by the Len Holde In the e ent of a loss not otherwise co ered duing the extended ten (10) day period hele in leferred to an annual policy covering the same nail a ds to the plope ty insured under the original policy shall be ssued and accepted by the Len Holder and Mortgagor
- 8 Should the owne ship and light of possession of any of the plope ty coile ed under this policy become lested in the Lien Holde n ts agent this policy shall continue to the term the eof for the benefit of the Len Holder (With all incidents of ownership of the policy) but in such event Paragraphs two (2) if e (5) and s (6) of this Automobile Loss Pavable Endorsement shall no lange apply provided ne eithele's all pilleges and endo sements which by eason of the pinted conditions of this policy are a may be necessary to maintain the all dity of the contract are he eby granted for a period of thirty (30) days and all not ces hew se required to be given to the Company by the insured a eithereby wai ed for a period of thity (30) days with the exception of equirements applying at the time of a subsequent to a loss
- 9 All not ces he ein ploy ded to be gillen by the Company to the Lien Holde in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch shown above or if none be spec fed at its head office at

Nothing he ein contained shall be held to a yilliter walle or eliteral any of the terms conditions agreements or limitations of the app ementioned policy other than as abore stated

Form 49A

				Vision of California	COTPOTACT	C. F.G.
	Address of Insured 17809					-/3/-/
	Location Covered	a, Californ		Juin.		
(	Operations Covered		( C )	true pal	77W=	
TH	IS IS TO CERTIFY TO CERTIFIC			/	X L	
	Mr Robert L Berr		1	CCVERAGE is pro id	ed in Company initi	aled below j
	Pacific Butcher, I	inc	<u> </u>	=	SURANCE COMPA	
	2704 Gundry Avenue			M AETNA NS	SURANCE COMPA	S INSURANCE CO ANY OF THE MIDWES
	Long Beach, CA 90	( )		_ C - CENTURY	INDEMNITY COM	PANY
tha	t on the above date the following	Effective 2/6/ described insurai	ice policies issu	 ued by this Comp	any are in full	force and effect
sut	oject to all the terms conditions lim	Pol y	sions thereof	E p atre	··	um te of
:•	Nom fC rag	N mb	D -	Date		Liability
1	erkmen Compensate					itatuterý
.   '	blic Liab Try Bod ly I   ry (N   A   )	CG608350	7-1-75	7-1-76	\$ 500 COMBINE	000 each occur ice
	bl Liebil ty-P perty Dam g N 1 A to)	SAME	SAME	SAME	SINGLE LIMIT	000 each occurrence 000 aggrégate
	plo on Cliap U d g d H d t C red U les Oth w Staed H et)				\$	000 each occurrences
P	oducts C mpl + d Ope Bod ly 1 1 y				\$	000 each oc urrence
		 <del> </del>			\$	000 perchase
P.	educts Complit d Op Pioperty D mig				\$ \$	000 éach occurrence 000 aggregate
- 1	tec fi Centra tu I—Bod ly I jury				\$	000 each occurrence
- 10	Othe Than in idital C tracts A Defi ed The Policy)					
(4   1   S	The Policy)  p fi C a lP p ty Dam g  Othe Than I id tal C t A D fi d				\$	000 each occurrence
(4   1   S	The Policy) p fi C a lP p ty Dam g				\$	000
(4   1   S	The Policy)  p fi C a lP p ty Dam g  Othe Than I id tal C t A D fi d					
((	The Policy)  p fi C a lP p ty Dam g  Othe Than I id tal C t A D fi d					
(	The Policy)  p fi C a limp p ty Dam g  Othe Than I id tal C r A D fi d  n Th Pol y)  utemebrie—Bod ty Inj ry  homebrie—Property Damage				\$	000 aggregate
5	The Policy)  p fi C a limp p ty Dam g  Othe Than I id tal C r A D fi d  n Th Pol y)  utemabile—Sod ty In; ry				\$ \$ \$ \$ \$	000 aggregate s

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written tratice to the above Named Certificate holder but failure to give such notice shall im pose no obligition or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

Bv		
	Authorized	Agent
(Include One Duplicate Copy for each Policy listed hereon)	) -	
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Name of Insured Ell	``	TIVE SCHEDU	. ,	Corporation
		··		
Address of Insured 1780 Gard	lena, Californ			
Location Covered				
THIS IS TO CERTIFY TO CERTI	FICATE HOLDER			
• • • • • • • • • • • • • • • • • • • •	Numbe City Stat Zip Codei		AOVED CE	
GEL-FLEX		_{\overline{\chi}}	<del></del>	ed in Company initialed below SURANCE COMPANY
P.O BOX 1021				E UNDERWRITERS INSURANCE CO
KLKHART, INDIANA 46	5514	-		SURANCE COMPANY OF THE MIDW
AMERICA, AND LAUTE VI			_ CENTURY	INDEMNITY COMPANY
	Effective			
that on the above date the follow subject to all the terms conditions	ing described insural limitations and exclu	nce policies issu isions thereof	ed by this Comp	any are in full force and effect
N m of Co arage	Pol y	Effe ti	E pi ation	limits of
Workman s Componsation	N mb	Dat	Dat	Liebility
Public Liab I ty-Bodily Injury (Not Auto)				\$ 500 000 each occurrence
	CG608350	7-1-75	7-1-76	COMBINED
Public Liability—P sperty Damage (Not Aut	SAME	SAME	SAME	SINGLE 000 e ch occu ren
(E pleasen Collegee Underg ou d Ha N t C versel U les Oth wise Stated H e				\$ 000 ch occ en
Products Compil ted Ope Inons				\$ 000 agg gat \$ 000 each occu ren-
Bod ly Injury				\$ 000 gg g te
P educts Completed Ope ations Property Dameg				\$ 000 ach occ rend \$ 000 agg egate
Specific Contractual—Bodily I jury (Othe The Incid tal Contracts A Defin	ad .			\$ 000 ach occurren
I The Pelicy)				
Spec fi Centra t al—Prop rty D m g (Othe Than in ide tal Cont a ts A D fi				\$ 000 each occ reno
I The Policy)				\$ 000 agg egate
PHYSICAL DAMAGE	CG608350	7-1-75	7-1-76	COMPARED IVE A C V
PRISICAL DARAGE	<b>CG0</b> 08330	1-1-13	7-1-70	COLLISION \$ 100 00 DED
<del> </del>				<u> </u>
Automobile—Bodily   i ry				\$ 000 ach person \$ 000 each accurrence
			<del></del>	1
A tomob lePreparty Damage  8 plary				\$ 000 ach occurrent

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		1

#### CERTIFICATE OF INSURANCE

DEC	CDI	DTI	/E	SCHEDUL	E
	LE I		~ -	M. RPINA	•

	CESCRIPTIVE SCHEDULE	
Name of Insured_	Elixi Industries, Inc. A Califo.	a Corporation
Address of Insured_	17809 South Broadway	
VEHICLES —	Gardena, California 90248	
	Per Lease Agreement	
Operations Covered_		

# THI

S IS TO CERTIFY TO CERTIFICATE HOLDER	
Interstate Truck Leasing Inc.	COVERAGE is provided in Company initialed below
P O Box 1668	$\overline{XX}$ A = AETNA INSURANCE COMPANY $\overline{\qquad}$ U = AETNA FIRE UNDERWRITERS INSURANCE CO
Albany, GA 31702	M = AETNA INSURANCE COMPANY OF THE MIDW C = CENTURY INDEMNITY COMPANY
Effective	

that on the above date the following described insurance policies usued by this Company are in full force and effect subject to all the terms conditions limitations and exclusions thereof

C•	Name of Coverage	Policy Number	Effective Date	E pirehen Date	Limits of Liability
	Workman s Compensation				Statutory
A	Public Liebility-Bodily Injury (Not Auto)	CG608350	7-1-75	7-1-76	\$ 500 000 each occurren
A	Public Liebility—Property Damage (Not A to)	SAME	SAME	SAME	\$ SINGLE 000 each occurren
	(Explosion Collapse Underground He ards Not Covered U less Otherwise Stated Herein)				\$ 000 each occurren
	Products Completed Operations Bedily Injury				\$ 000 each occurrence \$ 000 aggregate
	Products—Completed Operations Property Damage				\$ 000 each occurrents \$ 000 aggregate
	Specific Contractual—Bodily Injury (Other Then Incidental Contracts As Defined In The Policy)				\$ 000 each occurren
	Specific Contractual—Property Damag (Other Than Incidental Contro to A Defined In The Policy)				\$ 000 each occurren
	IN IND CHARLET				\$ 000 aggregate
A	Physical Damage	CG608350	7-1-75	7-1-76	Comprehensive A C V Collision \$100 Dedu
A	Automobile Bedily Injury	CG608350	7-1-75	7-1-76	\$ 500 000 each person \$ COMBINED000 each occurren
Δ	Automobile Property Damage	SAME	SAME	SAME	\$ SINGLE 000 each occurren
	Burglery				LIMIT
	Plate Cinus	<u> </u>		7	

^{*}Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS. EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

	Ву		
	dm	Authorized	Agent
-(	(Include One Duplicate Copy for each Policy listed hereon)	<b>)</b>	•

PLI A- # ED AULY74

CERTIFICATE OF INSURANCE	TIVE SCHEDULE
Name of Insured ELIXIR INDUSTRIES, I	NC , A CALIFORNIA CORPORATION
Address of Insured 17809 South Broadway Gardena, CA 90248	
Location Covered  VEHICLE COVERED  Operations/Severed 1969 PRUMIAUF 40 FT. DR	IVS PREIGHT VAN CHPA 147698
THIS IS TO CERTIFY TO CERTIFICATE HOLDER  Moling Add ess [Street And Nimber City State Zip Code]-  RENTCO DIVISION OF FRUEHAUP	COVERAGE is provided in Company initialed below
P.O.BOX 17222 LOUISVILLE, KY, 40217	WXX A = AETNA INSURANCE COMPANY  U = AETNA FIRE UNDERWRITERS INSURANCE CO  M = AETNA INSURANCE COMPANY OF THE MIDWE  C = CENTURY INDEMNITY COMPANY

Effective 11/18/75

that on the above date the following described insurance policies issued by this Company are in full force and effect subject to all the terms conditions limitations and exclusions thereof

c•	N m of Co e age	Poli y N mb	Effe t e Dat	E p at en Date		Lim ts of Liab lity
	Workmen Compensation					Statutory
	P blic Liab I ty-Bodily Inj ry (Not Auto)				\$	000 each occurrence
	P bl Lab i ty—P operty Dam g (Not A to)				\$	000 each occurrenc
	(Eploton Collap UdgodHd			ļ	\$	000 aggregate
	NIC ed Ul Oth w Stated Her)				1	000 agg egat
	Products C mpl t d Ope ti			<del> </del>	\$	000 each o cur nee
	Bod ly Inj. y				s	000 agg eg te
	P oducts Compl ted Op t Property D mag				\$	000 each occurrence
	Property D mag				\$	000 agg egate
	Spe iff Centra tu I—Bod ly I   ry (Oth Than I d tal C t acts A D fined I The P kcy)				\$	000 each occur enc
-	Sp fi C ratal—P p ty Damag (Othe Th I id tal C t ts A D fi d		*	ì	\$	000 each occu renc
	1 The P licy)	1			\$	000 aggregate
				4	7	
A	PHYSICAL DAMAGE	CG608350	7/1/75	7/1/76		SIVE ACV COLLISION
Α	A temeb is—Bod by I ; ry	CG608350	7-1-75 🖈	7-1-76	\$ 2 500	000 each person 000 each occurrence
A	A tomobile—Preperty Damag	<u> </u>	42		SINGL	
	B glary			U. Frigh	<u> </u>	
	Plat Gla			,*	<del></del>	

[•]Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agree ment or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company

	will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company
	THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER
	ByAuthorized Agent
	(Include One Duplicate Copy for each Policy listed hereon)
FO	RM 600 848 ED JULY 74

#### LOSS PAYABLE ENDORSEMENT

1969 FRUEHAUF 40 FT DRIVE FREIGHT VAN #HPK 147698

ELIXIR INDUSTRIES INC , &NARD & SON, INC , etal

by AETNA INSURANCE COMPANY

located ( 17 d , 1 ) LOS ANGELES, CALIFORNIA

Date of Endo sement 11/18/75

Name and Address of Lien Holder RENTCO DIVISION OF FRUEHAUF P O BOX 17222

( )> A1 1)

LOUISVILLE, KY 40217

With respect to the interest of the above named its successors and assigns (here nafter called the Lien Holder) in its successors. as conditional Vendor or Mortgagee or otherwise in the property insured under this policy, this Company hereby agrees as 164

- Loss a damage f any to the pioperty described in this policy shall be payable firstly to the Lien Holder and secondly take nsured as the rante ests may appea and provided nevertheless that upon demand by the Len Holde upon the Compa separate settlement the amount of said loss shall be paid directly to the Len Holder to the extent of its interest provided in the companion of the settlement of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the companion of the co balance f any shall be payable to the usu ed
- 2 The insurance under this policy as to the interest only of the Len Holder shall not be impalied in any way by any change the title or ownership of the place ty or by any bleach of warranty or condition of the policy for by any omission of ar by the performance of any act in violation of any terms or conditions of the policy or because of the failure to performance oct required by the terms or conditions of the policy or because of the subject on of the property to any conditions operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof ansured or the insured semployees agents or representatives whether occurring before or after the attachment of this ment or whether before or after the loss

PROVIDED however that the wongful convers on embezzlement or secretion by the Purchaser Mortgagor or Leaves possess on of the insured place to the insured place to the insured place to the contract lease agreement or other contract is not under this policy unless specifically insured against and premium paid therefor

- In the event of failule of the insuled to pay any premium or additional premium which shall be ar become due under the exem of this policy this Company agrees to gill written notice to the Lien Holder of such non payment of premium after secretary days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the transonce of the ights of the Len Holde hereunde that the Len Holde when so not fed in witing by this Company of the of the insuled to pay such piemum shall pay or cause to be paid the premium due within ten (10) days following the Company's demand in writing the efoil if the Lien Holder shall decline to pay said piemum or additional premium ghts of the Lien Holder under this Automobile Loss Payable Endo sement shall not be terminated before ten (10) days ece pt of sa d w tten not ce by the Len Holde
- pany will form d a copy of the cancellation notice to the Lien Holde at its office specified here nafter concurrently sending of notice to the insuled but in such case this policy shall continue in foice for the benefit of the Lien Holde ten (10) days after written notice of such cancellation is lecelled by the Lien Holde. In no event last to the intelest the Len Holde shall cancellat on of any insurance under this policy covering the place bed in the policy be even at the equest of the insured before ten (10) days after written notice of request for cancellation shall have been given as In the e ent of cancellation of this policy the unea ned premium shall be paid to the Lier-Len Holde by th Company In the e ent of cancellat or p o ded the sa d Len Holde has ad anced the p em um
- If the e be any other insurance upon the within described property, this Company shall be liable under this policy or to-the Len Holde only to the propo tion of such loss or damage that the sum hereby insuited beals to the whole amount of mounts collect ble insurance of similar characterion said place by under policies held by payable to and expressly consented to so the holder and to the electron of payment so made this Company shall be subliqued (place or rate with all other insurers continuing to said payment) to all of the Lien Holder's rights of continuiting to said payment) to all of the Lien Holder's rights of continuiting to said payment).
- Whene er this Company shall pay to the Lien Holder any sum folloss olidamage under this policy and shall claim ther so to the insured no liability the efoliaxists this Company at its option may pay to the Lien Holder the whole pincipal summand. nte est due or to become due f om the insured on the obligation seculed by the ploperty insured under this policy (with attended of all interest not accrued) and this Company shall thereupon lece in a full assignment and transfer without recourse and obligation and the seculity held as collate all thereto, but no subrogation shall impair the right of the Lien Holder to age the full amount of its claim A Trans
- The coverage g anted under this policy shall continue in full to ce and effect as to the intelest of the Lien Holder only, for a pe od of ten (10) days after exp at on of sa d policy unless an acceptable policy in renewal thereof with loss the europe payable to the Lien Holder in accordance with the terms of this Automobile Lass Payable Endorsement shall have been issued by some
- able to the Len Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Len Holder. In the eight of a loss not otherwise covered during the extended set \$10 day period by the line of a loss not otherwise covered during the extended set \$10 be sound and accepted by the Len Holder and Mo taggo.

  Should the ownership and ghit of possess on of any of the property of the policy become vested in the Len Holder of the spoiling should be supposed by the Len Holder and Mo taggo.

  Should the ownership and ghit of possess on of any of the property of one of the spoiling should be supposed by the Len Holder of the Len Holder (with all incidents of ownership to the policy) but in such either the term thereof for the benefit of the Len Holder (with all incidents of ownership to the policy) provided in the line of the spoiling apply provided in the spoiling and endorsements which by reason of the property near the spoiling and endorsements which by reason of the property should be provided in the spoiling that the spoiling and endorsements which by reason of the property should be provided in the Len Holder (with all incidents of ownership the policy) but in such either the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the line of the spoiling that the spoiling that the spoiling that the spoiling that the spoiling that the spoiling that the spoiling that the spoiling that the s I kew seleguled to beig en to the Company by the insuled a elhereby walled for a pellod of thirty (30) days with the except of requiements apping at the time of or subsequent to a loss
- All notices here n pro ded to be g en by the Cumpany to the Lien Holder in connection with this policy and this Automob Loss Payable Endo sement shall be mayed to or delivered to the Lien Holder at its office or branch shown above or if none specified at its nead office at

Nothing he ein contained shall be held to laivy alter walle or elitend any of the terms conditions agreements or limitations the aba ement oned policy other than as abo e stated

A ACCES OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR

Author ed Representative

## CA 09 12 (Ed 174) HIRED AUTOMOBILES—SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

# 1969 FRUEHAUF 40 FT DRIVE FREIGHT VAN S#HPK 147698

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

- 1 The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured
- 2 Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured or by or on behalf of the named insured for personal or pleasure purposes and subdivision (ii) of the sentence beginning. None of the following is an insured in such provision is amended accordingly.
- 3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

AUTHENTIC

A400 (Ed 174)

### CERTIFICATE OF INSURANCE

DESCRIPTIVE SCHEDULE								
Name of Insured_	ELIXIR INDUSTRIES, INC , A CALIFORNIA CORPORATION	CO						
Address of Insured	17809 South Broadway							
Added of Historica	17809 South Broadway Gardena, CA 90248							
Location Covered_								
Vehicle Prinking Covered_	1975 Executive Motor Home 30' Value \$25,000 ID# to	follow						

#### THIS IS TO CERTIFY TO CERTIFICATE HOLDER

Maling Addless (Streit And Nimber City State Zip Code)-	
Warren Biggs Leasing	COVERAGE is provided in Company initialed below
177 So Vermont Ave  Los Angeles, CA 90004	XX A = AETNA INSURANCE COMPANY U = AETNA FIRE UNDERWRITERS INSURANCE CO M = AETNA INSURANCE COMPANY OF THE MIDWES C = CENTURY INDEMNITY COMPANY
Effective 11/7/75	<u>-</u> 11/10/75

that on the above date the following described insurance policies issued by this Company are in full force and effect subject to all the terms conditions limitations and exclusions thereof

Co	Nam of Co ag	Nam of Co ag Ply Effect ve Numb Date		E p at Dat	Lim ts of Liab lity	
	Workmon Compensation		i.			Statutory
	P blic Liab I ty-Bod ly Inj ry (N t A to)				\$	000 each occurrence
-	Public Liabel ty-Property Damag (Not A to)		<u> </u>	<u> </u>	\$	000 each occurrence
		1	1		\$	000 aggregate
	(E plo 10 Collap U d g d H d				\$	000 each occurrence
	N t C red U les Oth w Stated H )		}		\$	000 aggregate
	P oducts Compl t d Ope atro				\$	000 each occurrence
	Bod ly I į y	}	{	}	s	000 aggregate
_	Products Compl ted Ope to s-				\$	000 each occurrence
ŀ	Pr perty D mag				S	000 aggregate
	Spe ifi Contractual—Bod by I i ry (Othe Tha Incide tal Co t acts A Defi ed I The P licy)				\$	000 each occurrence
	Sp fi Cotat I—Popty Dmg (Oth The 1 id tal C tat A Dfi d		Jer uga		\$	000 each occurrence
	I Th Pokey)		,		\$	000 aggregate
			ush q n			
A	Physical Damage	CG608350	7/1/75	7/1/76	Compreher	nsive ACV Collision '
Ą	Automobile—Bod by Inj. ry	CG608350	7-1-75	7-1-76	\$ COMBIN	ID 000 each person
A	A tomob lePreperty Damag				SINGLE	000 each occurrence
	B glary				LIMIT	
Γ	Plate Glas					

[•]Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agree ment or (5) elevator maintenance agreement

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall im pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POUCY NUMBER

DV		
	Authorized	Agent
(Include One Duplicate Copy for each Policy listed hereor	I)	~ ~
FORM SOO & B ED JULY 74	The state of	

A Seath	
- A	

CERTIFICATE OF INSURANCE AM	MENDMENT OF	PREVIOUSLY	ISSULD CER	L L	Tion W
,	DESCRIPT	IVE SCHEDULE		e cour	Atma
Name of Insured_ ELIXIR	NDUSTRIËS I	NC , A CALI	FORNIA COF	RPORATION	600.00
Address of Insured 17809 Son Gardena,	ch Broadway				
Location Covered					
Yehicles RE 19	73 Chev I To	n Van. ID#C	<u></u>	15	
orperations Covered 197	<del>-</del>	n Van, ID#C , ID#CGY253	<del>Ŭ1419</del> 87		<del></del>
THIS IS TO CERTIFY TO CERTIFI					
that, on, the above date the following	Effective 9/16	775 and success assuced	M AETNA FIRE M AETNA INS C. — CENTURY II by this Compa	URANCE COM E UNDERWRITE URANCE COM NDEMNITY CO	PANY  RS INSURANCE CO  PANY OF THE MIDWI  MPANY  A
subject to all the terms conditions him	Policy Numbe	ions thereof way	E p ation K Date	T &	Limits of Liability
Workmon's Compensation		16. 6. 31. 4	, -	+	Statutory
Public Liab Lty-Bodily Injury (Not Auto)		176, 5 24	3	\$	000 each occu reno
Public Liability—P porty Damage (Not A to)				\$	000 each occu reno 000 agg eg te
(E ple ron Collap Und g ou d H a d N t Cov red U les Oth w Stated H em)				S	000 agg eg te 000 e ch occu enc 000 agg g te
Products Completed Ope hans Bod ly Inj. y				\$	000 eal ocurenc
Products C mpl led Ope h P openty Damag	-			\$	000 each occurrence
Specifi Contractual—Bodify I jury (Othe The Incid tal Contracts A Defined In The Policy)				\$	000 e ch occ reno
Spe fi Ce tat 1—Pop ty Dam g (Othe Tha I id t I C tats A D fined I Th Poh y)		u , 1	- 3	\$ (	000 each occu rend
* * *		moti	4 2		4
Physical Damage	CG 608350	7/1/75		Compreher \$100 Ded	sive ACV Collision
Automobie—Bod'ly 1   ry	CG608350	7-1-75	7-1-76	\$ 500 \$ COMBIN	000 tath pt. 300
Automobile—Property Damage				SINGL	
Bu glary	1			LIMIT	
Plate Gla s					
•Includes coverage for the following in connection with construction or municipality required by municipal ment or (5) elevator maintenance agr	demolition operation ordinance except	ons on or adjacen	it to a railroad	(3) undertal	ing to indemnify a

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall impose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

B)	H	Tun,	セロノ	 	 
_		_	_		Authorized Avent

(Include One Duplicate Copy for each Policy listed hereon)

FOHM 600 84B ED JULY 74

CA 03 12 (Ed 1 74)

#### HIRED AUTOMOBILES-SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

1973 Chev 1 Ton Van, ID#CGY353U147015 1973 Chevy Van, ID#CGY253U141987

agreed that the insurance with respect to the hired automobile described esignated in the policy as subject to this endorsement applies subject to the following additional provisions

ubject to the following additional provisions

The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement named insured includes an individual named insured.

2.3 Subject otherwise to the Persons Insured provision, the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insered, or by or on behalf of the named insured for personal or pleasure purposes, and subdivision (ii) of the sentence beginning. None of the following is an insured. In such provision is amended accordingly.

3 The insurance applies as primary insurance

This endorsement must be attached to the Change Endorsement when issued after the policy is written

**AUTHENTIC!** 

A400 (Ed 1 74)

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	CERTIFICATE OF INSURANCE AMEND	MENT_OF_PRE	VIOUSLY IS	SUED CERTI	FICATE 6 Ama 🚡
	77 TVT	<b>DESCRIPT</b> Dustries, in	INT SCHEDULE		PORATION
	Name of Insured ELLIXIR	DUSTRIES, II	VC , A CADA	101 3 CON	
	Address of Insured 17809 Sour	th Broadway			
	Location Covered				
	Vehicles 1971 Ken	worth Tract	or 2 197	5 Freightli	ner (White) Tractor
	XXXXX				Flatbed Trailer
1	HIS IS TO CERTIFY TO CERTIFIC	ATE HOLDER	4 197	3 Brown Tra	nler
	Ma I ng Add ess Street And N mb			DOVEDICE .	
	First National Ban	k of Oregon	<u> </u>		I in Company initialed below
	Woodburn Branch	. 12	MXX ( XX		IRANCE COMPANY
	190 Garfield St Woodburn, Oregon	97071			UNDERWRITERS INSURANCE CO
,	Woodbarn, Oregon				RANCE COMPANY OF THE MIDWES
k (°	THE PARTY OF THE PARTY OF	· ENTANGE - MET.	537-9 E 4 12 12 12 12 12 12 12 12 12 12 12 12 12	Con CENTURY IN	IDEMNITY COMPANY
,		flective w 9/16	775	5 s	
	that on the above date the following	Hective	Tologo de la como	State of the Company	have are us full force and effect
•	subject to all the terms conditions limit	tations and exclusi	ons thereof c	by this Companies	are in fun force and effect
7			<del></del>	1	
•	Nom of Co orage	Policy Number	Effect very	F Date	Limits of Liability
	Workmen's Compe setten the same	5 3 年 1 四章	11 Agran		2 Statutory
	Public Liab I ty-Bodily Injury (Not Auto)	μ,	ک د د		\$ 000 each occur ence
1	Publi Liability—P perty Damag Not A to)				\$ 000 each occurrence
┙					\$ O(10 aggr gate
-	(Eploson Collap Udgod Hoad NtCored Ules Oth wse Stated Herem)	ļ			\$ 000 ea h occur ence
4					\$ 000 agg gate
	Products C mpl t d Ope atto  Bod ly Inj. y				\$ 000 each occurr nce
4	Products Compl ted Ope thons	<del> </del>	<del> </del>	<del> </del>	\$ 000 aggregate
- [	Pr perty Damag	1			\$ 000 each occurrence \$ 000 agg egate
$\dashv$	Spec A Contractual—Bod by I jury				\$ 000 agg egate
	(Othe Tha I cidental C nt acts A Defined In The Policy)			-	• OOO each occurrence
1	Spec fic Co tr 1 1-F op rty Dam g				\$ ~ 000 each occurrence
١	(Other Thaild talk to the ADRid ITh Play)			-	
4		١ د.	<del></del>		\$
	- Flut	وشفه	4.	^ 1	**
7		CG608350	7/1/75	7/1/76 CG	mprehensive ACV
	Physical Damaget	CG608330	1/1/13	\$:	00 Ded Collision
7	A temph le-Bod ly 1   ry	25500550	, ,		\$ 500 000 ea h person
1		CG608350	7-1-75	7-1-76	\$ COMBIND 000 e hou e
4	A tomob le—Preparty Damag	ļ	ļ		\$ SINGLE 000 each occurrence
4	Bu gl ry	ļ <u></u>		<b> </b>	LIMIT
- 1	Plate Glas	I	1	I	I

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall impose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

	Ву		
	(Include One Duplicate Copy for each Policy listed hereon	Authorized Agent	_
10 84B ED JULY 74	THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE S		4

[•]Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

		•	rc;

ENDORSEMEP iner (Whi 1975 Freightliner Trailer Tracton 2)' Flatbeu Tempte 40' 971 973 973

4204

CG608350 Brown Trailer oched to and to man Elixir Industries, Inc. A

Number CG608 Corporation A California ( Aetna Insurance Company &

First National Bank of Oregon 2 Woodburn Branch California Los Angeles, Name and Add ess of L en Holder located i

9/12/75

97071 190 Garfield St ,Woodburn, Oregon

Holder) in its capacity eby agrees as follows e interest of the above named is successors and assigns the entre called the Lie Holder) in on Mortgagee or otherwise in the property insured under this policy this Company hieby agrees

Low or domage from to the properly described in this policy shall be payable trily to the Lein Holde point the Company to wood one extilement the amount of sod loss shall be payad directly to the Lein Holde to the extent it in the est and the bolance to any shall be payable to the insured.

**Policy of the connecting of the property of the property of condition of the policy of by any one stood on the payable to the insured of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of

If the Company elects to cancel this policy in whole or in part for non payment of premum or for any other reason, the Company will follow a discopy of the cancellation notice to the Len Holde at its office specified he enotite concurrently with the sending of notice to the insured but in such case this policy shall cantinue in folice to the benefit of the Len Holde anily of ten (10) days after without ten notice of such cancellation is received by the Len Holder in notile and as the policy part expects of the insured before ten (10) days after with a policy care ing the property described in the policy be effected at the equest of the nsured before ten (10) days after with an orice of request to concellation shall be a been given to the Len Holder by the Company. In the lent of cancellation of this policy the unearmed piem um shall be poid to the Lien Holder pro ded the said.

If the e be any other insulance upon the within described property, this Company shall be liable under this policy as to the Len Holde any to the propolition of such loss or damage that the sum hereby insured bears to the whole amount of vail disordered to let held by payable to and expressly consented to by the collect ble insulance of similar characteristic solutions and to the enterior payment so made this Company shall be subragated (pipolitic and to the relation than insurers cantibuting to soil of the Lien Holders, after our but on undersated other insurance.

Where e this Company shall pay to the Len Holder any sum folloss or damage under this policy and shall claim that as to the rest to a lability the efolloss is this Campany at its option may pay to the Len Holder pixe policy with the estimated and the right of the land to the become due from the named on the abligation secured by the property insured under this policy (with refund of all interest not accound) and this Company shall thereupon race a a full assignment and transfer without incourse of said obligation and the seculty held as collate all thereto but no subrogation shall impair the light of the Len Holder to recover the full amount of its claim.

The cove age a anted under this policy shall continue in full force and effect as to the interest of the Len Malder anly for a period of ten (10) days after explication of said policy unless an acceptable policy in renewal thereof with loss thereunder pay able to the Len Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insulance company and accepted by the Lien Holder. In the event of a loss not otherwise covered during the extended ten (10) day period he enicefeed to an annual policy covering the same hotarids to the property insured under the original policy shall be ssued and accepted by the Len Holder and Mortgogory.

Should the owne ship and ght of possess on of any of the piace ty collected under this policy become vested in the Lien Holder to its agent this policy shall continue for the term thereof for the benefit of the Len Holder (I'm thick thick thick thick thick thick thick thick thick thick thick thick thick thick thick this deposit of the policy) but in such event. Pala against two (2) if e. (5) and six (6) of this Automatile Loss Povable Endonsement shall no longe apply provided ne eitheless of places and endonsements which by reason of the printed conditions of this policy are a may be necessorial monitorial to old thick the contract are hereby granted for a period of thick (30) days with the except on a fequility of the time of an subsequent to a loss.

All not ces he ein pro-ded to be given by the Company to the Lien-Holder in connection with this policy and this Loss Payable Endo sement shall be mailed to or delivered to the Lien-Holder at its office or branch shawn shave or

0

Nothing he ein contained shall be held to aly alter waive or extend any of the terms conditions agreements or limitations of he aba ement oned policy other than as aba e stated

Form 49A

AND LOCAL STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STRE

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	CERTIFICATE OF INSURATION		DESC!	RIPTI	VE SC	HEDULE	SSC+1	2 6	cina
	Name of Insured ELIX	IR IND	USTRIES	, IN	С,	A CALI	FORNIA (	CORPORATION	September 1
		9 Soutl ena, C	h Broadw A 90248						
	Location Covered  Vehicles  Operation Covered  Per	Lease	#69862	-001					
•	THIS IS TO CERTIFY TO CE	ERTIFICA	TE HOLD	ER 🦠	× 4	_	`	4	
<b>.</b>	McCullagh Leas  30803 Little M  Roseville, Mic  that on the above date the fo subject to all the terms condition	fack Av	066	/16/	75	a issued	A AETNA U - AETNA M AETNA C = CENTUR  by this Co	INSURANCE COM Y INDEMNITY CO  mpany, are in fu	PANY RS INSURANCE CO PANY OF THE MIDWES
c•	Nam f Co rage		Pol cy Number	2	EN EN	، يُهْاجَّر ا (10)	E piratio	S. S. S. S. S. S. S. S. S. S. S. S. S. S	Lemits of 12 3. 74 Templify
	Workmon C mpe setion			1.00	<b>*</b> *	٠ - ١	4 1,75 %	- Late 2 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Statutory # \$37 6
	P blec Liab lity-Bodily Injury (Not A	A to)		(\$	9-40 44		^ =	\$ ₇₄ ×	000 each occur enc
	Publi Liebility—P eperty Damag (N	1 A 10)		*	4 74 4 14	*		\$ -1	000 each occurrence 000 aggr gate
	(E ple son Collaps U d g o d N t Cevered U les Oth w Stated	Had Hem)		I	ئۇ دە_			\$ \$	000 each occurrence 000 agg egate
	Products Complet d Ope at ins Bod ly Inj. y				£ 3	_		\$ *	000 each occur e ice 000 aggregate
	Products Completed Ope in a Property Damag			****	3.		, >-	\$ + 21	000 each occurrence 000 aggregate
	Specifi Contractual—Bodily I jury (Othe Then lecidental Contracts A In The Policy)	Defined		7 3 2 _k	<u> </u>	4 ~~	TI FEW	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	000 each occurrence
	Specific Central t al—P p rty Damas (Othe The Incid t i Cont a ts A I Th Poli y)			7.	7 d.	1, 5	1,000	3 3 3 4	900 each occurrence

*Includes coverage for the following incidental written agreements (1) lease of premises (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality (4) sidetrack agreement or (5) elevator maintenance agreement

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Physical Damage

A temeb le-Property Damage

Automobile Bodily I pry

Should any of the above described policies be cancelled before the normal expiration date thereof the Company will endeavor to give written notice to the above Named Certificate holder but failure to give such notice shall in pose no obligation or liability of any kind upon the Company

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER

(Include One Duplicate Copy for each Policy listed hereon)

100 Ded Coll

\$ SINGLE

LIMIT

\$ COMBIND 000 each person 37

000 each occurrence

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Elixir Industries, Inc A California Corporation

ssued to

by Aetna Insurance Company | located ( 1 4 ) Los Angeles, California

at is Agency Endr ement 9/12/75

Name and Add ess of Lien Holder

42 47 E

McCullagh Leasing, Inc 30803 Little Mack Ave Roseville, Mich 48066

With respect to the interest of the above named its successors and assigns (he enafte called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy, this Company he eby agrees as follows

- 1. Loss a damage if any to the place ty described in this policy shall be payable firstly to the Lien Holder and secondly to the nsuled as the lineless may appeal provided nevertheless that upon deman by the Lien Holde upon the Company fo separate settlement the amount of said loss shall be paid directly to the Lien Holde to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to shall be paid directly to the Lien Holdes to the extension to the company to shall be paid directly to the Lien Holdes to the extension to the company to shall be paid directly to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the extension to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the Lien Holdes to the company to the company to the company to the company to the company to the company to the company to the co
- balance I any shall be payable to the insured the first shall not be impaired in any way by any change in the first shall not be impaired in any way by any change in the fittle of ownership of the place tylor by any breach of warranty or condition of the policy or by any omission or neglect n by the performance of any act in violation at any terms or conditions of the policy or because of the follure to perform any oct required by the terms or conditions of the policy or because of the subjection of the property to any conditions use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof by the nsuled or the insuled semplayees agents or representatives subjective occurring before or after the attachment of this agree

ment a whether before a after the loss

PROVIDED have e that the wrongful conversion embezzlement or secret on by the Purchaser Mortgagor or Lessee in possess on of the insured property under mortgage conditional sale contract lease agreement or other contract is not covered under this policy unless specifically insured against and premium paid therefor

In the eight of failure of the insured to pay any premium or additional premium which sholl be or become due under the terms of this policy this Company agrees to give written notice to the Lien Holder of such non-payment of premium after sixty (60)

- I days from and with none hundred and twenty (120) days after due date of such piemium and it is a condition of the continuities of the Lien Holder hereunder that the Lien-Holder when so not fied in writing by this Company of the follure of the insuled to pay such premium shall pay or cause to be poid the premium due within ten (10) days following recept of the Company's demand in writing the effor. If the Lien-Holder shall decline to pay soid premium or additional premium, the lights of the Lien Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after recept of said witten notice by the Lien Holder
- recept of said witten notice by the Len Holder grant of premium or for any other reason, the Company elects to concell this policy in whole or in part for non payment of premium, or for any other reason, the Company will follow a dialogo of the cancellation notice to the Len Holde at its office specified here notiter concurrently with the sending of notice to the insuited but in such case this policy shall continue in foice for the benefit of the Lien Holder only foiled (10) days after written notice of such concellation is received by the Lien Holder. In no event as to the interest only of the Len Holde shall cancellation of any insurance under this policy covering the property described in the policy be effected at the equest of the insured before ten (10) days after written notice of request for cancellation shall have been given to the L en Holde by the Company. In the event of cancellation of this policy the unea ned piem um shall be paid to the Lien Holde. pro ded the said Lien Holder has advanced the premium
- 5 If the eibe any othe insurance upon the within described property this Company shall be fiable under this policy as to the Lien Holder only to the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collect ble insurance of similar characterisms and property under policies held by payable to and expressly consented to by the Lien Holde and to the eitent of payment so made this Company shall be subrogated tipro rate with all other insurers contrib uting to said payment) to all of the Lien Holder's rights of contibution under-said other insurance
- Wheneve this Company shall pay to the Lien Holder any sum fol loss or domage under this policy and shall claim that as to the insured no liability the efor exists this Company at its option may pay to the Lien Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy (with refund of all interest not accrued) and this Company shall thereupon receive a full assignment and transfer without recourse of said the full amount of its claim. _5° "
- the full amount of its claim

  The cove age a anted under this policy shall continue in full force and effect as to the interest of the Lien-Holder only for a The cove age a anted under this policy shall continue in full force and effect as to the interest of the Lien-Holder only for a pe od of ten (10) days afte eight proton of said policy unless an acceptable policy in renewal thereof with loss thereunder pay able to the Lien Holder in occo dance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insulance campany and accepted by the Lien Holder. In the event of a loss not otherwise covered during the extended ten (10) day period the eight policy covering the same hozards to the property insured under the original policy shall be said and accepted by the Lien Holder and Martagapar and the same hozards to the property insured under the original policy shall be said and occepted by the Lien Holder and Martagapar and the same hozards to the property become vested in the Lien-Holder of 1s ngent this policy shall continue for the term thereof for the benefit of the Lien Holder (with all incidents of ownership of the controllers).

the policy)but in uch eight Paragraphs two (2) five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longe apply pio ded ne eithele's all privileges and endorsements which by reason of the printed conditions of this policy are a may be neciliar to maintain the old ty of the contract are help granted for a period of thirty (30) days and ell notices. There see equiled to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception

I lew se equiled to be gillen to the Company by the insured are helically advector a period of mility four days with the experiod of mility four days with the policy and this Automobile Loss Payable Endo sement shall be mailed to or delivered to the Lien Holder at its office or branch allows above or if none be Above specified at its nead office at

Nothing he ein contained shall be held to valy after walle or extend any of the terms conditions agreements or limitations of th aba ement oned policy athe than as abo e stated

Fo m 494

ithorized Representative

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## CA 09 12 (Ed 1 74)

## HIRED AUTOMOBILES-SPECIFIED CAR BASIS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile RE

Lease #69862-001 Vehicles & Equipment Leased on Above Lease Number

It is agreed that the insurance with respect to the hired automobile described herein or designated in the policy as subject to this endorsement applies subject to the following additional provisions

o the following additional provisions

The insurance applies to the named insured as rentee of such automobile in the same manner as if he were the owner thereof and when used in reference to the insurance afforded by this endorsement, named insured includes an individual named insured.

Subject otherwise to the Persons Insured provision the insurance covers as an insured the owner any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee but only while such automobile is being used in the business of the named insured, or by or on behalf of the named insured for personal or pleasante purposes and subdivision (ii) of the sentence beginning. None of the following is an insured " in such provision is amended accordingly to the sentence beginning is amended accordingly to the sentence beginning is a subdivision (iii) of the sentence beginning is a sentence beginning in such provision is amended accordingly to the sentence beginning is a subdivision (iii) of the sentence beginning is a sentence beginning in such provision is amended accordingly to the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the sentence beginning in the se

The insurance applies as primary insurance 🕳 🛣

This endorsement must be attached to the Change Endorsement when issued after the policy is written

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Includes coverage for the following in connection with construction of a municipality required by municipality required by ment or (5) elevator maintenance age.

Should any all the above addressed will ended er to give written solice pose no obligation or liability of any line.

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## DESCRIPTIVE SCHEDULE

Name of Insured ELIXIR IN	DUSTRIES, I	NC , A CAL	IFORNIA CO	RPORATION
Address of Insured 17809 Sou	th Broadway			
		<del></del>		
Location Covered				
THIS IS TO CERTIFY TO CERTIFIC				
TO WHOM IT MAY CONCERN	•		COVERAGE is provide	ed in Company initialed below
THE STATE OF IDARO			A AETNA INS U AETNA FIRI M AETNA INS	URANCE COMPANY E UNDERWRITERS INSURANCE CO URANCE COMPANY OF THE MIDWEST
		——	C = CENTURY I	NDEMNITY COMPANY
	Effective			
that on the above date the following subject to all the terms conditions limit	described insuran	ce policies issue	d by this Comp	any are in full force and effect
Nam of Co e ago	Pol y N mb	Eff 1 Date	E p ation Dat	Limits of Liability
Workmen's Compe sotion				Statutory
P blic Liab I ty-Bod ly 1   ry (Not Auto)				\$ 000 each occur we
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		ļ		\$ 000 aggregate
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Property D mag				\$ 000 aggregate
Specific Contractual—Bodily Injury (Othe Than Incid tol C tructs As Dofined In The Policy)				\$ 000 each occurrence
Specifice traited—Pep ty Damage (Other Than I sd mt I Collait As Diffid In The Policy)				\$ 000 each occurrence \$ 000 aggregate
***	1972 CHEVROI	ET SER# 1H5	7H2L541600	100 - 110
Automobile—Bed ly I y	CG608350	7-1-75	7-1-76	\$ 500 000 each person \$ COMBIND 000 each o urrence
Automob le-Preperty Dam ge				\$ SINGLE 000 each occurrence
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•Includes coverage for the following in in connection with construction or de municipality required by municipal or ment or (5) elevator maintenance agree	emolition operation rdinance except i ement	ns on or adjace n connection wil	nt to a railroad th work for the	(3) undertaking to indemnify a municipality (4) sidetrack agree
Should any of the above described will endeavor to give written notice pose no obligation or liability of any kin	to the above N	amed Certificalt	ne normal expira	tion date thereof the Company ure to give such notice shall im
THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATI ON THIS CERTIFICATE UNDER POLICY NUMBER	_	AMENDS EXTENDS O	A ALTERS THE COVERA	GE AFFORDED BY THE POLICIES INDICATED
	Ву	110	<u></u>	Authorized Avent
(Include One	Duplicate Co	py for each	Policy lister	d hereon)

FORM 500 84B ED JULY 74



#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

Rlixir Industries, Inc. 17809 So. Broadway Gardena, CA 90248 The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alterethe coverage afforded by the policies scheduled herein. It is furnished as a matter of information only confers, no rights upon the holder and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy or policies, as shey, may be lawfully amended by endorsement from stime to time.

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(Indicate by X" in Box)	NUMBER	DATE	DATE	BODRY HUURY LIABUTY PROPERTY DAMAGE LIABUTY
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				Coverage efforded in exceedance with the Workson Companying Law of the specified in subdivision (a) below and the Occupational Disease Law, if any of such unless otherwise stated in subdivision (b) below
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This certificate is issued at the request of the person or arganization named below and the company will said to such person prorganization at the address shown hotice of cancellation and where possible notice of any material change in any of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the descr

P.O. Box 4115 Hayward, California

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CG608350/79262565 Elixir Industries, Inc 'etha/Cravens Dargan Coty 9/2/9 3ts Agency Los Angeles, California

Ford Motor Crass Co Name and Add ess of Lien Holder P 0 Box 4115

Dο 1 Endo sement

Hayward, California

With respect to the interest of the above named its successors and assigns (he enafte called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy, this Company he eby agies as follows:

- Loss or damage if any to the pioperty described in this policy shall be payable firstly to the Lien Holder and secondly to the nsured as their interests may appear provided ne ertheless that upon demand by the Lien Holde upon the Company for separate settlement the amount of said loss shall be paid directly to the Lien Holder to the extent of its interest and the balance flany shall be payable to the insured
- 2. The insurance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title of ownership of the property or by any bleach of warranty or condition of the policy or by any omission or neglect o by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions use o ope at on not permitted by the policy or because of any false statement concerning this policy or the subject the eof by the insured or the insured's employees agents ar representations, whether occurring before ar after the attachment of this agree

ment or whether before or after the loss possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy unless specifically insured against and premium poid therefo

- 3 In the event of falure of the insured to pay any premium or add t onal premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lien Holder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continu once of the ghts of the Len Holder he eunder that the Len-Holder when so not field in writing by this Company of the failure of the insu ed to pay such premium shall pay or cause to be paid the premium due within ten (10) days following recept of the Company's demand in writing the efair. If the Len Holder shall decline to pay said premium a ladd tonal premium, the rights of the Len Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after rece pt of sa d written notice by the Lien Holder ;
- 4. If the Company elects to cancel this policy in whole or in pair for non-payment of premium, or for any other reason, the Com pany will forwaid a copy of the cancellation notice to the Lien Holde, at its office specified hele natter concurrently with the sending of notice to the insured but in such case this policy shall continue in force to the benefit of the Len Holder only for ten (10) days after written notice of such cancellation is eceived by the Len Holde. In no event as to the interest only of the Len Holde, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the equest of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Len Holder by the Company. In the event of cancellation of this policy the unearmed piem um shall be paid to the Len Holder provided the said. Len Holder has advanced the premium.
- If the eibe any othe insurance upon the within described property, this Company shall be liable under this policy as to the Len Holde only for the proport on of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar characteristic on said property under policies held by payable to and expressly consected to by the Len Holde and to the extent of payment so made this Company shall be subrogoted (pro rata with all other insurers contributing to said payment) to all of the Len Holder's rights of contribution under said other insurance 1 is
- Whene er this Company shall pay to the Lien Holder any sum follows or damage under this policy and shall claim that as to the insuled no liability the efoliaxists this Company at its option may pay to the Lien Holder the whole principal sum and nterest due or to become due from the insured on the obligation secured by the property insured under this policy (with refund of all interest not accrued) and this Company shall thereupon receive a full assignment and transfer in thout recourse of said
- The coverage granted under this policy shall continue in full force and effect as to the interest of the Lien-Holder and for a period of ten (10) days after exp ration of said policy unless an acceptable policy in renewal thereof with loss thereunder pay it able to the Lien Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insulance company and accepted by the Lien Holder in the event of a loss not otherwise covered during the extended ten (10) day pe od here in referred to an annual policy overing the same hazards to the property insured under the original policy shall be ssued and accepted by the Lien Holder and Mortgogor

  Should the ownership and ght of possess on of any of the property covered under this policy become vested in the Lien Holder and the policy but in such event. Paragraphs two (2) five (5) and six (6) of this Automobile Loss Payable Endorsement shall not lange apply provided in eitheless all privileges and endorsements which by reason of the printed conditions of this policy are or may be necessary to moint an the olidity of the contract are hereby granted for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss. 4 Wee
- of requirements applying at the time of or subsequent to a loss with the policy and this Automobile.

  All notices he ein provided to being en by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch aller specified at its head office at

Nothing he ein contained shall be held to vary alter walle or extend any of the terms conditions agreements or 1 m tations of the abovement aned policy other than as above stated

Form 49A

INSERT NAME OF COMPANY

ARTHA/CRAW A DARGEN

CERTIFICATE OF INSURANCE

LAMED INSURED AND ADDRESS

17809 So. Broadway Gardena, CA 90248 The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein this certificate of insurance neither offirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers in the function of the parties will standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time

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This certificate is usued at the request of the person of organization named below and the company will mail to such person of organization the address shown notice of cancellation and where possible, notice of any indicated change from the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described policies of the described p

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UNITED STATES FLEET LEASING, INC. 320 Hatch Drive Foster City, CA 94404

By Authorized Depresentative

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AS RESPECTS ALL VEHICLES LEASED TO, OR RENTED BY THE NAMED INSURCE

CG608350 / 792035 65 CoffElixir Incasteries, athogem nappart of Policy Number Aetna/Cravens Dargen Cofg f - FED, FNS Los Angeles, California 👀 ts Agency

located (cly d 11) Name and Address of Lien Holder United States Fleet Leading ETPisement 320 Hatch Drive:

Foster City, CA

With respect to the interest of the above ed its successors and assigns (hereinafter called the Lien Holder) in its capacity as conditional Vendor or Mortgagee or otherwise in the property insured under this policy this Company hereby agrees as follows

Loss or damage if any to the prope ty described in this policy shall be payable firstly to the Len Holder and secondly to the insu ed as the runte ests may appear provided ne ertheless that upon demand by the Lien Holder upon the Company fo

nsu ed as the rinte ests may appear provided ne eitheless that upon demand by the Lien Holder upon the Company to sepa ate settlement the amount of said loss shall be paid directly to the Lien Holder to the extent of its interest and the balance if any shall be poyable to the insured.

The insurance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title or ownership of the property or by any beach of warranty or conditions of the policy or by any omission or neglect yor by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subject on of the property to any conditions of operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof by the insured or the insured semployees agents or representatives, whether occurring before or after the distancement of this agree.

PROVIDED however that the wrongful convers on embezzlement by secretion by the Purchaser Mortgagor, for Lessee in possess on of the insured property under mortgage conditional sale confirmed lease agreement or other contract is not covered under this policy unless specifically insured against and premium which shall be or become due under the terms of this policy the company agrees to give written not ce to the Lien Holder of such non-payment of premium of the sixty (60).

of this policy this Company agrees to give written notice to the Lien Holder of such non-payment of premium after sixty 1601 days from and with n one hundred and twenty (120) days after the date of such premium and ties a condition of the continuance of the rights of the Lien Holder he eunde that the Lien Holder when so not fied in writing by this Company of the failure of the naured to pay such prem um shall pay or cause to be paid the premium due within ten (10) days following recept of the Company's demand in writing the efor. If the Lien Holder shall decline to pay said premium or additional premium, the rights of the Len Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receip of said written notice by the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to the Len Holder to

It the Company elects to cancel this policy in whole on pair for non payment of premium or for any other reason, the Company will forward a copy of the cancellation notice to the Len Holder at its office specified here nature concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Len Holder only for ten (10) days after written notice of such cancellation is received by the Lien Holder. In no event ias to the interest only of the Lien Holde ishall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insu ed before ten (10) days afte, witten notice of request for cancellation shall have been given to the

at the request of the insu ed before ten (10) days afte with the request for cancellation shall he ebeen given the Len Holde by the Company. In the eight of cancellation of this policy the unearned premium shall be paid to the Len Holde provided the said Len Holde has ad anced the piem of the provided that the sum hereby insured bears to the whole amount of yolid and collect ble insu ance of similar characteristics or damage that the sum hereby insured bears to the whole amount of yolid and collect ble insu ance of similar characteristics or damage that the sum hereby insured bears to the whole amount of yolid and collect ble insu ance of similar characteristics or damage that the sum hereby insured bears to the whole amount of yolid and collect ble insu ance of similar characteristics or damage with all other insurers contributing to said payment) to all of the Len Holder's rights of contributing under said other insurance.

Whene er this Company shall pay to the Len Holder any sum for loss or damage under this policy and shall claim, that as to the insured on liablity therefor exists this Company at its option may pay to the Len Holder this policy with refund on the property insured under this policy with refund.

the nsu ed no hab I ty therefor exists this Company at its option may pay to the Lien Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy (with refund of all interest not accrued) and this Company shall the eupon receive a full assignment and transfer without recourse for so doll got on and the seculity held as collateral the eto, but no subrogation shall impair the light of the Lien Holder to become the full amount of its claim.

The coverage granted under this policy shall continue in full force and effect as to helimeters to the Lien Holder shall per od of ten (10) days after expiration of, so did not necessary and effect as to helimeters to the Lien Holder shall have been assued by one than the continue of this Automobile Loss Payable Endorsement shall have been assued by one

astable to the Len Holder in accordance with the remis of this Automobile Loss Payable 2 ndorsement shall have been issued by fome insurance company and accepted by the Lien Holde. In the event of a loss not otherwise to overed during the extended ten (10) day pe od he en referred to an annual policy/cavering the same hazards to the property shifted finder the original policy shall be ssued and accepted by the Len Holder and Mortgago and the ownership and right of possession of any to the property covered under this policy become vested in the Lien Holder and the property covered under this policy become vested in the Lien Holder and the policy become vested in the Lien Holder with a policy become vested in the Lien Holder with a policy become and the policy become and the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with a policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the Lien Holder with the policy become vested in the policy become vested in the Lien Holder with the policy become vested in the policy become vested in the policy become vested to the policy become vested to the policy become vested to the policy become vested to the policy become the policy become vested to the policy become vested to the policy become vested to the policy become vested to the policy become vested to the policy become the policy become vested to the pol

the policy)but in such eight Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longe apply provided ne eitheless all privileges and endorsements which by reason of the printed conditions of this policy are longe apply provided ne exteless all provides and endorsements which by reason or the printed conditions of this policy die or may be necessary to maintain the all dity of the contract are hereby granted for a period of thirty (30) days and all notices. I kewise equired to be given to the Company by the insured are hereby waived for a period of thirty (30) days and all notices of requirements applying at the time of or subsequent to a loss.

All notices here in provided to being en by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien Holder at its office or branch shown above or if none be

specified at its head office at

Nothing here in contained shall be held to vary alter walle or eltend any of the terms conditions, agreements or limitations of the abo ement oned policy ather than as above stated

Form 49A



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#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

1 Lair Industries, Inc 17309 So Broadway Gardena, CA 20248 Coff The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in it is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION		LIMITS O	FLIABILITY	
(id t by X 1 B )	NUMBER	DATE	DATE	BODILY II	NJURY LIABILITY	PROPERTY D	AMAGE UABILITY
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REMARKS ALL VEHICLES LEASED, RENTED TO OR HANDLED BY THE NAMED INSURED

IT IS AGREED THATFORD MOTOR CREDIT CO IS NAMED AS AN ADDITIONAL INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies 30 Days

P O Box 4115
rayward, California

Date	9/2/75	
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AUTOMOBILE

LOSS PAYABLE ENDORSEMENT HP

603350/742135 (> ssued to Attached to and forming part of Policy Number

etha/Crayons Dargan Coly

3/2 of its Agency

Los Angeles, California located ( tv d ++)

Ford botor Cradit Co

Date of Endorsement

Name and Address of Lien Holder

P 0 Box 4115 Hayward, California

With respect to the interest of the above named its successors and assigns (he einafter called the Lien Holder) in its capacity as conditional Vendor o. Mortgagee or otherwise in the property insured under this policy, this Company he eby agrees as follows

- Loss a damage if any to the property described in this policy shall be payable firstly to the Lien Holder and secondly to the assumed as the interests may appear provided in entheless that upon demand by the Len Holder upon the Company for separate settlement, the amount of soid loss shall be paid diectly to the Len Holder to the extent of its interest and the balance of any shall be payable to the insured.
- The insurance under this policy as to the interest only of the Lien Holder shall not be impaired in any way by any change in the title or ownership of the property or by any bleach of warranty or condition of the policy or by any omission or neglect or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof by the insured or the insured's employees agents or representatives whether occurring before or after the later. ment or whethe before a after the loss

PROVIDED however that the wrongful convers on embezzlement or secret on by the Purchaser Mortgago o Lessee n possess on of the insured property under mortgage conditional sale contract lease agreement or other contract is not collect under this policy unless specifically insuled against and premium paid therefor

- In the event of failule of the insuled to pay any premium or additional plemium which shall be or become due under the terms of this policy this Company agrees to give written notice to the Lien Holder of such non payment of premium afters ty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the lights of the Lien Holde he eurobe that the Lien-Holde when so not field in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following eceipt of the Company's demand in writing the efoil of the Lien Holde shall decline to pay said premium or additional premium, the ghis of the Lien Holde winder this Automobile Loss Payable Endo sement shall not be terminated before ten (10) days after second of the direction of the Lien Holde. ecept of sad witten notice by the Lin Holde
- If the Company elects to cancel this policy in whole or nip at to non pay nint of premium or for any othe reason, the Company will forward a copy of the cancellation notice to the Lien Holder at its office specified here nafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force to the benefit of the Lien Holder only for ten (10) days after written notice of such cancellation is ease ed by the Lien Holder in notice in the entire stands of the Lien Holder in the entire that the shall cancellation of any insurance under this policy covering the property described in the policy be effected at the equest of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lien Holde, by the Company. In the elent of cancellation of this policy the unealned premium shall be paid to the Lien Holde. p o ded the said Lien Holde has ad anced the piemium
- If the e be any othe insurance upon the with nidesc bed property this Company shall be liable under this policy as to the Lien Holde only to the place on of such loss oldamage that the sum hereby insured bears to the whole amount of all d and collect ble insurance of similar chalacter on said place by under policies held by payable to and expressly consented to by the
- Wheneve this Company shall pay to the Len Holde any sum to loss or damage under this policy and shall claim that as to the nsu ed no lab lity the efo e sits this Company at its option may pay to the Len Holde the whole p notical sum and nite est due o to become due from the nsu ed on the obligation secured by the property insu ed under this policy (with refund of all nite est not account) and this Company shall the eupon eceive a full assignment and transfer without recourse of said
- of all interest not accided and this Company shall the eupon eceive a full assignment and transfer without recourse of said obligation and the seculity held as collate all the eto but no submogation shall simpour the right of the Len Holder to recover the full amount of its claim.

  The coverage a anted under this policy shall continue in full following the right of the Lien Holder only for a able to the Len Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Len Holder in the eight of a loss not otherwise covered during the extended ten (10) days after eight of the Len Holder in the entitle and the payable Endorsement shall have been issued by some insurance company and accepted by the Len Holder in the entitle and the property insured under the original policy shall be saved and accepted by the Lin Holder and Mortgago · * be ssued and accepted by the L n Holde and Mortgago
- Should the owne ship and ght of possess on of a y of the plope ty colored under this policy become vested in the Lien Holder of its agent this policy shall continue for the term the eof for the benefit of the Lien Holder (with all incidents of ownership of the policy) but in such elent Palagraphs two (2) if election of this Automobile Loss Payable Endorsement shall no longe apply ploided in ertheless all pileges and endo sements which by reason of the printed conditions of this policy are a may be necessary to maintain the aidity of the contract are heleby granted for a period of this (30) days and all not cesticles see equiled to be given the company by the insured are heleby with the eleby with the experior of equilements applying at the time of a subsequent to a loss. of equipments appling at the time of a subsequent to a loss
- All not ces he ein projected to be given by the Company to the Lien Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to given delivered to the Lien Holder at its office or branch shown above or if none be specified at its nead office at

Nothing he ein contained shall be held to ally alter wolle or eltend any of the terms conditions agreements or limitations of the abo ement oned policy othe than as abo e stated

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INSERT NAME OF COMPANY

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AETNA INSURANCE COMPANY

REDERAL NSURANCE COMPANY

CERTIFICATE OF INSURANCE

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NAMED INSURED AND ADDRESS

Elixir Industries, etal 17809 S Broadway Gardena, CA. 90248 The company hereby states that it has issued to the in sured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends extends or alters the coverage afforded by the policies scheduled here in It is furnished as a matter of information only confers no rights upon the holder and is issued with the under standing that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	LIMITS	OF LIABILITY
(I d 1 by X I B )	NUMBER	DATE	DATE	BODILY INJURY WABILITY	PROPERTY DAMAGE LIABILITY
Cmph Aimbilubliy	CG608350	7-1-75	7-1-76	\$ 100,000.	\$ 100,000 °° h
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T 'r Libily  C of It bliy				\$ 99 9 t	\$ 99 9
Umbrella	79203565 **	7-1-74	7-1-77	\$2,000,000 \$2,000,000 gg g g \$b h ply	d d lyg d bd
utomobile Physi Mamage Coverage	- CG608350	7-1-75	7-1-76	O ACV Comprehensi	ve
EMPLOYERS UABILITY  U! h w d th p!				COVERAGE B-EMPLOYEES SUBJECT TO	
mb ff dp d hm h hwfwk				COVERAGE B-EMPLOYEES NOT SUBJECT	T TO COMPENSATION LAW
mp )				INJURY BY ACCIDENT	INJURY BY DISEASE
				\$ m i h	\$ m i
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REMARKS

It is agreed that United States Fleet Leasing, Inc and Ford Motor Credit Co is named as an Additional Insured

AS RESPECTS ALL VEHICLES LEASED TO, RENTED BY THE NAMED INSURED

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization at the address shown notice of cancellation and where possible notice of any material change in any of the described policies

United States Fleet Leasing, Inc & Ford Motor Credit Co
P O Box 4115
Hayward, CA

Date	<u> </u>	
	7-1-75/tp	
Ву		
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NEW - 1971 AGENT'S COPY

#### COMPREHENSIVE CATASTROPHE LIABILITY DAILY REPORT (THE DEFENDER)

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L

(See Instructions Below)★ POLICY NUMBER DCL 53 67 -DECLARATIONS Item  $\overline{\forall}$ d ELIXER INDUSTRIES, ET AL DO NOT amed Insured PER ENDORSEMENT #1 **PUNCH** P 0 Address 17905 SOUTH BROADWAY င (Number Street Town County & State) GARDENA, CALIFORNIA JULY 1, 1971 To Policy Period OF THE NAMED INSURED AS STATED HEREIN From JULY 1. 1974 3 Agent or Broker ADAMS & MCOUILLIAMS #30868 REPRESENTATIVE ∢ KC Office Address WELLS FARGO BLDG. #230 Town and State TORRANCE, CALIFORNIA 90503 INDEX RENEWED BY NO OTHER POLICIES IN FORCE? REJECTED? CANCELED?_ AGENT Comm PLEASE INSERT 15 % Limit of Liability—as Insuring Agreement V (A) Coverage I (a) I (b) or I (c) or all combined with respect to each occurrence \$ 2,000,000. (B) Limit in the aggregate for each annual period \$ 2,000,000. with respect to the Products hazard (C) Retained Limit 10,000. Premium Computation Estimated Annual _22 Rate per \$ 1.000. GROSS RECEIPTS Estimated Annual Premium \$ 8,000 Annual Minimum Premium \$ 8,000. H1401 11/19/2 Advance Premium \$ 8.000. In the event of cancelation by the named insured the company shall receive and retain not less than \$ 4.000. as a minimum premium Installments Payable Three Year Premium \$ 24,000. Advance Premium \$ 8,000. 1st Anniversary Premium \$ 8,000_ 2nd Anniversary Premium \$ 8.000 fm 100.0.98 During the past year no insurer has canceled any similar insurance issued to the named insured nor declined to issue such insurance unless otherwise stated herein

# IMPORTANT INSTRUCTIONS AGENT'S COPY RETAIN THIS COPY AS AGENCY RECORD-DO NOT SEND TO COMPANY

END #1 THRU #8 ATTD

ABSENCE OF AN ENTRY MEANS NO EXCEPTION

Countersigned by	
	Author zed Rep esentative



## THE NORTH RIVER INSURANCE



# SCHEDULE A — SCHEDULE OF UNDERLYING POLICIES

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	SCHEDULE FORMS PART OF POLICY NUMBER_	D _{CL} <b>5</b> 3 67		AM GIANDANG IIME
шэ	SCHEDULE TORMS TART OF TOLICT NOMBER	(C D)		
	Carrier Policy Number & Period	Type of Policy	Applica	ble Limits
(a)	INDUSTRIAL INDEMNITY	Standard Workmen s	Coverage B — Employers	Labelite
(4)	7-1-71/72	Compensation & Employers Liability	\$ 100,000.	one accident
(b)		Standard Workmen's	Coverage B — Employers	Liability
		Compensation &	\$	each person
		Employers Liability	\$	each accident
(c)		General Liability	Bodily Injury Liability	
			\$	each person
			\$	each
			\$	aggregate products
			Property Damage Liability	
			\$	each
			\$	aggregate premises
			\$	operations aggregate protective
			\$	aggregate products
			\$	aggregate contractual
(d)		Automobile	Bodily Injury Liability	
		Liability	\$	each person
			\$	each
			Property Damage Liability	
			\$	each
(e)	UNITED STATES FIRE INS. CO	Comprehensive	Bodily Injury Liability — A	Automobile
	GA 61-62-43	Liability	\$ 100,000.	each person
	7-1-71/74		\$ 300,000.	each OCCURRENC
			Bodily Injury Liability — I	Except Automobile
	INCLUDING		\$ 100,000.	each person
	1) BLANKET CONTRACTUAL		300,000.	each OCCURRENC
	2) PERSONAL INJURY		\$ 300,000.	aggregate products
	3) WATER DAMAGE LIABILITY		Property Damage Liability	— Automobile
	4) EMPLOYEES AS ADDITIONAL 1	INSUREDS	\$ 50,000.	
	5) VENDERS		Property Damage Liability	/ Except Automobile
			\$ 50,000.	each OCCURRENC
			\$ 50,000.	aggregate premises—
			\$ 50,000.	operations aggregate protective
			50,000.	aggregate products
				aggregate contractual
			, 50,000.	-00.40-10 00.11401001

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#### ENDORSEMENT

By _____ THE NORTH RIVER INSURANCE

(\$(1))	ENDORSEMENT	Add to al Prem um	
(10)		Retur Prem um	
Eff 1 on a d ft	JULY 1,	19_71	St nda d T me
thend mytfomsptofpolcy No	DCL 53 67 44	Epaton Dat JULY	1, 1974
Issued to	ELIXIR INDUSTRIES,	ET AL	

_____Compa y

Contaminut on and Pollution Exclusion

This polics shall not apply under Coverage 1(a) and 1(b) to liability for contamination or pollution of land, water, air or real or personal property or any injuries or damages resulting therefrom caused by an occurrence

For the purpose of this endorsement, Condition D(d) of the policy is deleted and replaced by the following

With respect to Coverage 1(a) and 1(b) "Occurrence" means a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence

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## **ENDORSEMENT**

Add	toniP	m	m
Ret	n Pr m	m_	

		Ret n Pr m m	<del></del>
Eff at e on and ofter	JULY 1,	19 <u>7</u> 1 12 01 A M	Sta dad T m
this dorsem thomsp	of policy NoDCL 53 67 44	E p rat on Date JULY 1,	1974
Issued to	ELIXIR INDUSTRIES,	ET AL	
Ву	THE NORTH RIVER INS	SURANCE	Сотра

IT IS AGREED THAT THE NAMED INSURED, ITEM 1 OF THE POLICY DECLARATIONS IS COMPLETED TO READ AS FOLLOWS

ELIXIR INDUSTRIES

ELIXIR CORPORATION

NORTHWEST MOBILE PRODUCTS

ALUM-A-FORM COMPANY

TRAVEL TRIM & VENT COMPANY

BROADWAY METALS & FABRICATORS

BROADWAY-ELKHART COMPANY

B M F COMPANY

G & L STEEL COMPANY

All other terms and condition of the policy email incharged

END #1

#### COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY 1, 1971 (hour a d date)

forms a part of policy No DCL 53 67 44

issued to

ELIXIR INDUSTRIES, ET AL

bу

THE NORTH RIVER INSURANCE COMPANY

STATE

STATE PREMIUM

## INDIANA

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to counters gn on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state

END #2

Counters gned by A th ed S g t

A 1h ed S g t

#### COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY 1, 1971 (hour and date)

forms a part of policy No DCL 53 67 44

issued to

Ьу

ELIXIR INDUSTRIES, ET AL

THE NORTH RIVER INSURANCE COMPANY

STATE

STATE PREMIUM

OREGON

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to counters gn on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state



END #3

Counte s gned by

Ath d Sg tu

#### COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY 1, 1971 (hour and date)

forms a part of policy No DCL 53 67 44

issued to

ELIXIR INDUSTRIES, ET AL

bу

THE NORTH RIVER INSURANCE COMPANY

STATE

STATE PREMIUM

AT AUDIT

IDAHO

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended he etc. In conformity with the consumer that state

END #4

Counters gned by Jan 20 1265

AMERICAN TESTITANCE AGE CY

#### COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY 1, 1971

forms a part of policy NoDCL 53 67 44

issued to

ELIXIR INDUSTRIES, ET AL

bу

THE NORTH RIVER INSURANCE COMPANY

STATE

STATE PREMIUM

**GEORGIA** 

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state

PAUL RIPPY LO Counters gned by BY A tho get Sup furen ATLANTA, GEORGIA

## COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY __ _ _ 971

forms a part of policy No DCL 53 67 44

issued to

ELIKI INDUSTRIES, ET AL

bу

THE NORTH PIVEP INSURANCE COMPANY

STATE

STATE PREMIUM

TEX. S

It is agleed that the signature appearing on this endorsement is the signature of a person duly autholized to countersign on behalf of the Company in the state designated above and which is appended hereto in conform ty with the insurance laws of that state



END #6 Countersigned by U (((a))) of cally

## COUNTERSIGNATURE ENDORSEMENT

This endorsement effective

JULY 1, 1971 (h and d te)

forms a part of policy No DCL 53 67 44

issued to

ELIXIR INDUSTRIES, E T AL

bу

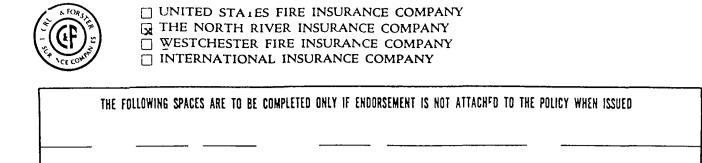
THE NORTH RIVER INSURANCE COMPANY

STATE

STATE PREMIUM

PENNSYLVANIA

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf 



#### EXCLUSION OF DAMAGE TO REAL PROPERTY

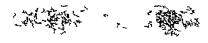
It is agreed that with respect to real property leased rented or occupied by the Insured that this policy shall not apply under coverage 1 (b) to injury to or destruction of such property

All other terms and conditions of this policy remain unchanged

END #8
FM 101 0 144 PRI TED IN U.S.A

AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE







UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

FM 101 0 5 (REV 10 71) CALIFORNIA



## PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

		<b>70</b>	52 52 67 44									
This Endorsement effe			rt of policy number DCL 53 67 44									
issued to	ELIXIR INDUS	ELIXIR INDUSTRIES, ET AL										
Ву	THE NORTH RI	THE NORTH RIVER INSURANCECompany										
ment this policy of	does not cover any non bu iness includes trade professi	isiness activities of ar	h coverage as is afforded by this endorse- ny individual named insured. It is further									
DECEMBLIONS												
(1) Individual Named	Insured ROLAND R SAI	HM										
2) Address 17905 SOUTH BROADWAY, GARDENA, CALIFORNIA												
(3) Limit of Liability — As Insuring Agreement III  (A) Coverage — Personal Liability with respect to any one occurrence \$ 2 000,000  (B) Retained Limit \$ 250												
(4) Premium \$_	125 Installments Pa	avable \$13	ın advance									
\$	125 Installments Pa 56 Ist Anniversary	\$ 56	2nd Anniversary									
item #1 of this en	During the past year no insurer has cancelled any similar insurance issued to the Individual Named Insured stated in item #1 of this endorsement nor declined to issue such insurance unless otherwise stated herein											
ABSENCE OF	AN ENTRY MEANS NO EXCEPTION											
(6) Cancellation												
that the insured a	For the purpose of the insurance afforded by this endorsement, it is warranted by the insured stated in item #1 ab that the insured shall maintain in force valid and collectible underlying insurance written without special restrict endorsements on standard forms in general use as set out below, or for the purpose of the insurance afforded until this endorsement it shall be deemed such insurance is in force with limits of at least											
Comprehensive Personal	Personal Liability	Automobile Liability	Bodily Injury Liability and Property Damage Liability Combined									
	\$100,000 each occurrence		\$ each occurrence									
Liability	Protection & Indemnity or Bodily Injury and Property Damage Liability combined \$ each occurrence	or Automobile Liability	Bodily Injury Liability \$.00,000 each person \$00,000 each occurrence									
or	Bodily Injury Liability \$ each person \$ each accident	Standard Workmen s Compensation & Employers Liability	Property Damage Liability \$ 50,000 each occurrence Coverage B — Employers Liability \$100,000 one accident									
	Property Damage Liability  seach accident											

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In consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability insuring agreements exclusions conditions and other terms of this endorsement the Company agrees with the Individual Named Insured as follows

## **INSURING AGREEMENTS**

#### COVERAGE - PERSONAL LIABILITY

To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage

#### II DEFENSE - Settlement -

With respect to any occurrence not covered by underlying insurance described in Item No 7 of this endorsement or any other underlying insurance available to the insured but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3 (B) of the Declarations of this endorsement the company shall

- (a) defend any suit against the insured alleging such injury or damage and seeking damages on account thereof even if such suit is groundless false or fraudulent but the company may make such investigation negotiation and settlement of any claim or suit as it deems expedient
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement all premiums on appeal bonds required in any such defended suit the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement but without any obligation to apply for or furnish any such bonds
- (c) pay all expenses incurred by the company all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon
- (d) reimburse the insured for all reasonable expenses other than loss of earnings incurred at the company's request

and the amounts so incurred except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this endorsement

In any country where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expenses incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement

#### III LIMIT OF LIABILITY - Retained Limit -

The company s liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured s retained limit defined as the greater of

- (a) the total of the applicable limits of the underlying insurance described in Item No 7 of this endorsement and the applicable limits of any other underlying insurance available to the insured or
- (b) an amount as stated in Item 3(B) of the Declarations of this endorsement as the result of any one occurrence not covered by the insurance as described in Item No 7 of this endorsement or any other insurance

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement

There is no limit to the number of occurrences during the period of this endorsement for which claims may be made

IV DEFINITION OF INDIVIDUAL NAMED INSURED and INSURED -

Individual Named Insured means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word insured includes the individual named insured and also.

- (a) any relative or any other person under the age of twenty-one (21) in the care of the individual named insured
- (b) (1) any person while using an automobile or watercraft owned by loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof provided the actual use is by the individual named insured or with the individual named insured s permission or (2) with respect to a non-owned automobile any relative provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement.
  - (i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the individual named insured to the owner or lessee thereof other than the individual named insured or to any agent or employee of such owner or lessee (This subparagraph does not apply to a relative with respect to a non-owned automobile)
  - (ii) to any person or organization or to any agent or employee thereof operating an automobile sales agency repair shop service station storage garage or public parking place with respect to any occurrence arising out of the operation thereof
  - (iii) with respect to any watercraft to any person or organization or any agent or employee thereof operating a shippard boat repair yard marina yacht club sales agency boat service station or similar facility
- (c) with respect to animals owned by an insured any person or organization legally responsible therefor except a person using or having custody or possession of any such animal without the permission of the owner

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the company's liability

#### V POLICY PERIOD TERRITORY -

This endorsement applies only to occurrences happening anywhere during the policy period

#### **EXCLUSIONS**

This endorsement shall not apply

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation disability benefits or similar law
- (b) to property damage to (1) property owned by the insured or (2) aircraft rented to used by or in the care custody or control of the insured
- (c) to liability for property damage to property other than aircraft rented to occupied or used by or in the care custody or control of the insured to the extent the insured is under contract to provide insurance therefor



- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Under writers or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage
- (f) to liability arising our of the ownership maintenance operation use loading or unloading of any aircraft
- (g) to the ownership maintenance or use including loading or unloading of any watercraft owned by an insured while away from premises owned by rented to or controlled by an insured if twenty six (26) feet or more in overall length unless (1) insurance therefor is provided by an underlying insurance described in item No 7 of the Declarations of this endorsement (2) notice is given to the company within thirty (30) days following date of acquisition of such watercraft and additional premium charged
- (h) to any business or business pursuits of an insured or to property (other than farms) on which a business is conducted by an insured except to the extent that insurance therefor is provided by underlying insurance described in item No 7 of this endorsement
- (i) to the rendering of any professional service or the omission thereof by an insured
- (j) except with respect to occurrence taking place in the United States of America its territories or possessions or Canada to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or any act or condition incident to any of the foregoing
- (k) to the ownership maintenance or use of any recreational motor vehicle as defined herein except insofar as coverage is available to the insured in the underlying insurance described in item No. 7 of the Declarations of this endorsement.
- (I) to the ownership maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing except insofar as coverage is available to the insured in the underlying insurance described in item No 7 of the Declarations of this endorsement as respects watercraft

#### CONDITIONS

- A Other Definitions (a) Ultimate net loss means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the company after making proper deduction for all recoveries and salvages collectible but excludes all loss expenses and legal expenses (including attorney s fees court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured the company or any underlying insurer so incurred
- (b) Personal Injury means
  - (1) bodily injury sickness disease disability shock mental anguish and mental injury
  - (2) false arrest false imprisonment wrongful eviction wrongful detention malicious prosecution or humiliation
  - (3) libel slander defamation of character or invasion of right of privacy and
  - (4) assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger in the operation of automobiles or watercraft for the purpose of protecting persons or property
- including death resulting therefrom sustained by any person
- (c) Property Damage means injury to or destruction of tangible property including the loss of use thereof

- (d) Automobile means a land motor vehicle trailer or semi trailer including farm tractors trailers and implements
- (e) Business includes trade profession or occupation
- (f) Relative means a relative of the individual named insured who is resident of the same household
- (g) Non owned automobile means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative other than a temporary substitute automobile i.e. one not owned by the individual named insured while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown repair servicing loss or destruction
- (h) Recreational Motor Vehicle means (1) a golf cart snowmobile mini bike motor scooter dune buggie or alterrain vehicle or (2) if not subject to Motor Vehicle Registration any other land motor vehicle designed for recreational use off public roads
- B Notice of Occurrence Upon the happening of an occurrence reasonably likely to involve the company hereunder written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the company each paper therein or a copy thereof received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.
- C Assistance and Co operation Except as provided in Insuring Agreement II (Defense Settlement) or Condition H (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company In such event the insured and the company shall cooperate fully
- D Appeals In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit the company may elect to do so at its own expense and shall be liable for the taxable costs disbursements and interest incidental thereto but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs disbursements and interest incidental to such appeal
- E Loss Payable Liability of the company shall not attach until the insured s liability shall have been made certain by final judgment against the insured after actual trial or by written agreement of the insured the claimant and the company
- F Action Against the Company No action shall lie against the company unless as a condition precedent thereto the insured shall have fully complied with all the terms of this endorsement nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured or by written agreement of the insured the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative.



- G Other Insurance If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with such other insurance.
- H Underlying Insurance This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.
- I Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- J Changes. Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the company from asserting any right under it nor shall the terms of this endorsement be waived or changed except by endorsement hereon
- K Assignment Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder. If however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.
- Employers Liability Common Law Defenses As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured the insured warrants that he has not and will not abrogate his common law defenses under any workmans compensation law in the event the insured should at any time during

the endorsement period abrogate such defenses such insurance as is afforded with respect to such employee shall automatically terminate at the same time

- M Maintenance of Underlying Insurance It is warranted by the insured that the underlying insurance described in Item No 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force
- Cancellation This endorsement may be cancelled by the individual named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This endorsement may be cancelled by the company by mailing to the individual named insured at the address shown in this endorsement written notice stating when not less than either 1) thirty (30) days or 2) if an entry is made the number of days stated in Item No 6 of the declarations of this endorsement thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the company shall be equivalent to mailing If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative mailed or delivered shall be suffic ent tender of any refund due the may that something of am

VICE PRESIDENT

BYES

AUTHORIZED REPRESENTATIVE





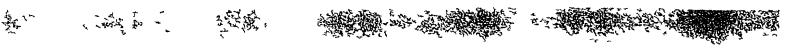
UNITED STATES FIRE INSURANCE COMPANY THE NORTH RIVER INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

FM 101 0 5 (REV 10 71) CALIFORNIA

## PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

Thi	s Endorsemer	nt effec	tive <u>APF</u>	RIL 4,	19.72 for	ms part of	policy number <u>DCL</u>	53 67 44			
issued toELIXIR INDUS			IXIR INDUST	TRIES, ET AL							
ByTHE NORTH RIVE				E NORTH RIV	ER INSURANCE Company						
mer	nt this poli	icy do	es not co	ver any non bu les trade professi	isiness activities on or occupation		overage as is afforded ndividual named insur				
				_DI	ECLARATIONS						
(1)	Individual N	amed Ir	sured_JEI	RRY RAPPORT			<del> </del>				
(2)	Address 17905 SOUTH BROADWAY, GARDENA, CALIFORNIA										
(3)	3) Limit of Liability — As Insuring Agreement III  (A) Coverage — Personal Liability with respect to any one occurrence \$ 2 000,000  (B) Retained Limit \$ 250.										
(4)	Premium \$ 125 Installments Payable \$ 13 in advance \$ 56 1st Anniversary \$ 56 2nd Anniversary										
(5) During the past year no insurer has cancelled any similar insurance issued to the Individual Named Insured item #1 of this endorsement nor declined to issue such insurance unless otherwise stated herein											
	ABSENCE	E OF AN	ENTRY MEA	NS NO EXCEPTION							
(6)	Cancellation	ı		· · · · · · · · · · · · · · · · · · ·							
(7)	that the insi	ured sh	all maintair tandard for	n in force valid an ms in general use	d collectible underly:	ing insura r for the p	by the insured stated ince written without spurpose of the insurance least	ecial restrictive			
	Personal		Personal Liability \$100,000 each occurrence		Automobile Liability		Bodily Injury Liability and Property Damage Liability Combined \$ each occurrence				
	Watercraft Liability		otection & Indemnity or Bodily Injury and Property Damage Liability combined each occurrence		or Automobile Liability	\$	Bodily Injury Liability \$100,000 each person \$300,000 each occurrence				
		\$ \$	odity Injury	each person each accident	Standard Workmen s Compensation & Employers Liability	\$	operty Damage Liabili 50,000 each occur Coverage B — E L 100,000 qne accide	rence Employers _rability			
E	ND #10	\$	roperty Dam -72 C/m	age Liability each accident m							



In consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability insuring agreements exclusions conditions and other terms of this endorsement, the Company agrees with the Individual Named Insured as follows

#### INSURING AGREEMENTS

# COVERAGE - PERSONAL LIABILITY

To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage

### II DEFENSE - Settlement -

With respect to any occurrence not covered by underlying insurance described in Item No 7 of this endorsement or any other underlying insurance available to the insured but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3 (B) of the Declarations of this endorsement the company shall

- (a) defend any suit against the insured alleging such injury or damage and seeking damages on account thereof even if such suit is groundless false or fraudulent but the company may make such investigation negotiation and settlement of any claim or suit as it deems expedient
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement all premiums on appeal bonds required in any such defended suit the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement but without any obligation to apply for or furnish any such bonds
- (c) pay all expenses incurred by the company all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon
- (d) reimburse the insured for all reasonable expenses other than loss of earnings incurred at the company's request

and the amounts so incurred except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this endorsement

In any country where the company may be prevented by law or otherwise from carrying out this agreement the company shall pay any expenses incurred with its written consent in accordance with this agreement

The insured shall promptly reimburse the company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement

# III LIMIT OF LIABILITY - Retained Limit -

The company's liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of

- (a) the total of the applicable limits of the underlying insurance described in Item No 7 of this endorsement and the applicable limits of any other underlying insurance available to the insured or
- (b) an amount as stated in Item 3(B) of the Declarations of this endorsement as the result of any one occurrence not covered by the insurance as described in Item No 7 of this endorsement or any other insurance.

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement

There is no limit to the number of occurrences during the period of this endorsement for which claims may be made

# IV DEFINITION OF INDIVIDUAL NAMED INSURED and INSURED -

Individual Named Insured means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word insured includes the individual named insured and also.

- (a) any relative or any other person under the age of twenty-one (21) in the care of the individual named moured
- (b) (1) any person while using an automobile or watercraft owned by loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof provided the actual use is by the individual named insured or with the individual named insured s permission or (2) with respect to a non-owned automobile any relative provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement.
  - (i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the individual named insured to the owner or lessee thereof other than the individual named insured or to any agent or employee of such owner or lessee (This subparagraph does not apply to a relative with respect to a non-owned automobile)
  - (ii) to any person or organization or to any agent or employee thereof operating an automobile sales agency repair shop service station storage garage or public parking place with respect to any occurrence acising out of the operation thereof
  - (III) with respect to any watercraft to any person or organization or any agent or employee thereof operating a shipyard boat repair yard marina yacht club sales agency boat service station or similar facility
- (c) with respect to animals owned by an insured any person or organization legally responsible therefor except a person using or having custody or possession of any such animal without the permission of the owner

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the company's liability

# V POLICY PERIOD TERRITORY -

This endorsement applies only to occurrences happening anywhere during the policy period

# **EXCLUSIONS**

This endorsement shall not apply

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation disability benefits or similar law
- (b) to property damage to (1) property owned by the insured or (2) aircraft rented to used by or in the care custody or control of the insured
- (c) to liability for property damage to property other than aircraft rented to occupied or used by or in the care custody or control of the insured to the extent the insured is under contract to provide insurance therefor

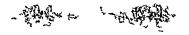
- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Under writers or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage
- (f) to liability arising our of the ownership maintenance operation use loading or unloading of any aircraft
- (g) to the ownership maintenance or use including loading or unloading of any watercraft owned by an insured while away from premises owned by rented to or controlled by an insured if twenty six (26) feet or more in overall length unless (1) insurance therefor is provided by an underlying insurance described in item No 7 of the Declarations of this endorsement (2) notice is given to the company within thirty (30) days following date of acquisition of such watercraft and additional premium charged
- (h) to any business or business pursuits of an insured or to property (other than farms) on which a business is conducted by an insured except to the extent that insurance therefor is provided by underlying insurance described in item No 7 of this endorsement
- (i) to the rendering of any professional service or the omission thereof by an insured
- (j) except with respect to occurrence taking place in the United States of America its territories or possessions or Canada to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or any act or condition incident to any of the foregoing
- (k) to the ownership maintenance or use of any recreational motor vehicle as defined herein except insofar as coverage is available to the insured in the underlying insurance described in item No. 7 of the Declarations of this endorsement.
- (I) to the ownership maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing except insofar as coverage is available to the insured in the underlying insurance described in item No 7 of the Declarations of this endorsement as respects watercraft

#### CONDITIONS

A Other Definitions (a) Ultimate net loss means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the company after making proper deduction for all recoveries and salvages collectible but excludes all loss expenses and legal expenses (including attorney s fees court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured the company or any underlying insurer so incurred

- (b) Personal Injury means
  - (1) bodily injury sickness disease disability shock mental anguish and mental injury
  - (2) false arrest false imprisonment wrongful eviction wrongful detention malicious prosecution or humiliation
  - (3) libel slander defamation of character or invasion of right of privacy and
  - (4) assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger in the operation of automobiles or watercraft for the purpose of protecting persons or property
- including death resulting therefrom sustained by any person
- (c) Property Damage means injury to or destruction of tangible property including the loss of use thereof

- (d) Automobile means a land motor vehicle trailer or semi trailer including farm tractors trailers and implements
- (e) Business includes trade profession or occupation
- (f) Relative means a relative of the individual named insured who is resident of the same household
- (g) Non owned automobile means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative other than a temporary substitute automobile i.e. one not owned by the individual named insured while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown repair servicing loss or destruction
- (h) Recreational Motor Vehicle means (1) a golf cart snowmobile mini bike motor scooter dune buggie or alterrain vehicle or (2) if not subject to Motor Vehicle Registration any other land motor vehicle designed for recreational use off public roads
- B Notice of Occurrence Upon the happening of an occurrence reasonably likely to involve the company hereunder written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the company each paper therein or a copy thereof received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.
- C Assistance and Co operation Except as provided in Insuring Agreement II (Defense Settlement) or Condition H (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company In such event the insured and the company shall cooperate fully
- D Appeals In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit the company may elect to do so at its own expense and shall be liable for the taxable costs disbursements and interest incidental thereto but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs disbursements and interest incidental to such appeal
- E Loss Payable Liability of the company shall not attach until the insured si liability shall have been made certain by final judgment against the insured after actual trial or by written agreement of the insured the claimant and the company
- F Action Against the Company No action shall lie against the company unless as a condition precedent thereto the insured shall have fully complied with all the terms of this endorsement nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured or by written agreement of the insured the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative.





- G Other Insurance If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with such other insurance
- H Underlying Insurance This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.
- I Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- J Changes Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the company from asserting any right under it nor shall the terms of this endorsement be waived or changed except by endorsement hereon
- K Assignment Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder. If however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.
- L Employers Liability Common Law Defenses As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured the insured warrants that he has not and will not abrogate his common law defenses under any workman's compensation law in the event the insured should at any time during

the endorsement period abrogate such defenses such insurance as is afforded with respect to such employee shall automatically terminate at the same time

- M Maintenance of Underlying Insurance It is warranted by the insured that the underlying insurance described in Item No 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force
- Cancellation This endorsement may be cancelled by the individual named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This endorsement may be cancelled by the company by mailing to the individual named insured at the address shown in this endorsement written notice stating when not less than either 1) thirty (30) days or 2) if an entry is made the number of days stated in Item No 6 of the declarations of this endorsement thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the company shall be equivalent to mailing If the individual named insured cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative mailed or delivered shall be sufficient tender of any refund due the motor dual refined insured a

VICE PRESIDENT

AUTHORIZED REPRESENTATIVE



THE No (TH RIVER INSURANCE of New York New York

_CUMPANY

FM 36 0 24 CAL (REV 7/71)

# COMPREHENSIVE PERSONAL CATASTROPHE LIABILITY AMENDATORY ENDORSEMENT EXCESS MAJOR MEDICAL EXPENSE COVERAGE

APRIL 4, 1972 \$4 JULY 1, 1973 \$15 JULY 1, 1974 \$15

THIS ENDORSEMENT PROVIDES BENEFITS FOR HOSPITAL MEDICAL AND SURGICAL EXPENSES IN THE AMOUNTS FOR THE PERIODS AND TO THE EXTENT HEREIN LIMITED AND PROVIDED

ADDITIONAL PREMIUM SEE ABOVE

IT IS AGREED THAT THE FOLLOWING ADDITIONS AND AMENDMENTS ARE MADE TO THE POLICY

THE CONDITION ENTITLED "CHANGES" IN THE POLICY FORM IS DELETED

ALL OTHER CONDITIONS OF THE POLICY FORM ARE APPLICABLE ONLY TO THE LIABILITY COVER AGE AFFORDED FOR PERSONAL INJURY AND PROPERTY DAMAGE

THE FOLLOWING CONDITIONS AND COVERAGE ARE ADDED TO THE POLICY

# PROVISIONS APPLICABLE TO ALL COVERAGES INCLUDING THE PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY COVERAGES

# NOTICE OF TEN DAY RIGHT TO EXAMINE ENDORSEMENT

Within ten days after its delivery to the Insured this endorsement may be surrendered by delivering or mailing it to the Home Office or branch office of the Company or to the agent through whom it was purchased Upon such surrender the Company will return any premium paid

#### RENEWAL SUBJECT TO CONSENT OF THE COMPANY

Subject to the consent of the Company and the General Condition entitled. Grace Period this endorsement may be renewed from Endorsement Period to Endorsement Period by timely payment of the premium at the Company's premium rate in force at the time of each such renewal. The Company will not exercise its right to decline renewal of this endorsement other than for non payment of premium when due except on the renewal date coinciding with or next following each anniversary of the effective date of this endorsement or in the event of lapse and reinstatement, the renewal date coinciding with or next following each anniversary of the date of the last reinstatement. Any such refusal to renew shall be without prejudice to any claim originating while this endorsement is in force.

# MEDICAL EXPENSE COVERAGE

In consideration of the payment of premiums and subject to the exclusions. Ilmitations reductions (if any) and other terms of this Coverage the Company hereby agrees with the Insured under this Coverage to pay the losses specified in this Coverage.

This Coverage is effective during the Endorsement Period specified below and the limit of the Company's liability under this Coverage shall be as stated in the Schedule set forth below subject to all of the terms conditions and other provisions applicable to this Coverage

## SCHEDULE

MAXIMUM BENEFIT \$25 000 MINIMUM DEDUCTIBLE \$10 000 The premium for the initial period of this Coverage is \$15 00 per year

# MEDICAL EXPENSE BENEFIT

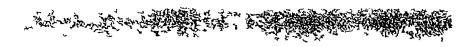
- If a Covered Person incurs Eligible Expenses as defined herein resulting
- a directly and independently of all other causes from bodily injuries caused by accident which occur while this Benefit is in force (herein called such injuries ) or
- b from sickness or disease contracted and commencing while this Benefit is in force (herein called such sickness) subject to the applicable provisions of this endorsement and all the terms exclusions and limitations of this Coverage the Company will pay 80% of the amount by which Eligible Expenses incurred during a Benefit Period for a Covered Person exceed the Deductible Amount subject to the Maximum Benefit for any one injury or any one sickness

However no Benefits will be payable by the Company during any Benefit Period which does not begin while this Benefit is in force or within 90 days following termination of the endorsement with respect to such Covered Person

# DEDUCTIBLE AMOUNT

The Deductible Amount shall be the greater of

- a) the Minimum Deductible shown in the schedule or
- b) the amount of benefits provided for Eligible Expenses under Other Medical Expense Coverage as defined herein. Beginning on the day a Covered Person incurs Eligible Expenses the Deductible Amount must be expended within a period of 540 consecutive days or if the Covered Person has other insurance providing coverage in an amount greater than the Minimum Deductible of \$10,000 for a period equal to the amount of days provided for under such other coverage whichever is greater.
- A Benefit Period with respect to any one injury or any one sickness will begin on the day a Covered Person incurs an Eligible Expense used toward satisfaction of the Deductible Amount and will terminate



two years after the date such  $\underline{D}$ eductible Amount is exceeded by Eligible Expenses.

If at the conclusion of any Benefit Period Eligible Expenses continue and the Maximum Benefit for any one injury or any one sickness has not been paid additional Benefit Periods may be established provided Eligible Expenses incurred after the previous Benefit Period again exceed the Deductible Amount during the period of time permitted

# MAXIMUM BENEFIT

The Maximum Benefit payable on account of Eligible Expenses incurred for a Covered Person as a result of any one injury or any one sickness shall be as specified in the Schedule regardless of whether the Eligible Expenses are incurred during one or more Benefit Periods except that such Maximum Benefit payable for any one injury or any one sickness occurring after the Covered Person's 65th birthday shall be one-half the Maximum Benefit specified in the Schedule

Whenever benefits become payable on behalf of a Covered Person on the basis of a Deductible Amount that is greater than the Minimum Deductible the Maximum Benefit otherwise applicable shall be in creased by \$3 for each \$1 by which the Deductible Amount exceeds the Minimum Deductible applicable to that Benefit Period provided that the total increase in the Maximum Benefit for a Covered Person whether during one or more Benefit Periods shall not exceed \$7 500

# COMMON ACCIDENT

If Eligible Expenses are incurred for more than one Covered Person as a result of such injuries sustained in one Common Accident then as to each such person a separate Benefit Period will be established beginning on the day the first Eligible Expense used toward satisfaction of the Deductible Amount is incurred for any of these Covered Persons A single Deductible Amount will apply with respect to such Common Accident and may be satisfied by the combined Eligible Expenses in curred for all of such Covered Persons as a result of the accident. The Deductible Amount will be the greater of the Minimum Deductible or the amount of benefits provided for Eligible Expenses for all such persons under Other Medical Expense Coverage whichever is greater provided however that no one person will have to sustain a Deductible Amount greater than he would have to sustain if it were not a Common Acci dent However with respect to the Maximum Benefit provisions and with respect to any additional Benefit Periods and the satisfaction of the Deductible Amount for any additional Benefit Periods resulting from the same accident and all conditions related thereto. Eligible Expenses incurred by or on behalf of one Covered Person will not be combined with those incurred by or on behalf of any other Covered Person

### DEFINITIONS

With respect only to the benefits herein provided

- (1) Eligible Expenses means the customary expenses incurred for a Covered Person for necessary treatment services or supplies within the following categories provided such treatment services or supplies have been ordered by a legally qualified and registered physician or surgeon and have been furnished directly to such person for the sole purpose of treating such injuries or such sickness as respects such person. The actual charge if any made by
- (a) a legally constituted hospital for medical care and services except that not more than \$40 per day for room and board floor nursing and other per diem charges will be allowed as an Eligible Expense
- (b) a legally qualified and registered physician or surgeon or any person who is licensed to treat those conditions specified in Exclusion (g) for medical care and treatment
- (c) a dentist or dental surgeon for necessary dental care and treatment but only to the extent necessary for the repair or alleviation of injuries to the natural body of a Covered Person caused by accident covered by this endorsement
- (d) a radiologist physiotherapist or laboratory for diagnosis or treatment

- (e) a physician or professional anesthetist for the cost and administration of anesthetics
- (f) a licensed or graduate nurse for private duty nursing care
- (g) a convalescent home for room board and routine care during confinement resulting from any one injury or any one sickness which follows a period of hospital confinement for which benefits were paid under this coverage but not more than \$20 for any day of confinement in the convalescent home nor for more than 30 days of such confinement

The actual charge if any for

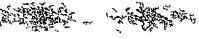
- (h) drugs and medicines requiring written prescription and which must be dispensed by a licensed pharmacist
- (1) blood or blood plasma artificial limbs or eyes casts splints trusses braces or crutches oxygen and the rental of equipment for the administration of oxygen rental of a wheel chair or hospital type bed rental of an iron lung or other medical equipment for the treatment of respiratory paralysis rental of other mechanical equipment for medical or surgical treatment
- (j) local transportation of a Covered Person by professional ambulance to and from a hospital in connection with such person s confinement as an in patient and initial emergency transportation by aircraft or railroad from the place where sickness first manifests itself or injury occurs to the nearest hospital qualified to provide the treatment required by such person on account of such sickness or such in juries
- (k) any of the items in (a) through (j) above incurred as a result of complications incident to pregnancy of the Insured's spouse (or the Insured if a female) in excess of those which would have been incurred in the absence of such complications provided the pregnancy begins while such Covered Person is insured hereunder. A surgical procedure for delivery shall not be considered a complication incident to pregnancy.

Such expenses shall be deemed to have been incurred on the date on which the particular treatment or service is performed or supply obtained which gives rise to such expenses

- (2) Convalescent home means a lawfully operated institution for the care and treatment of persons convalescing from sickness or injury with organized facilities for medical supervision within the confines of the institution and having 24 hour nursing service and a capacity of 12 or more beds. Convalescent home does not include clinics rest homes nor institutions operated primarily for treatment of mental dis ease drug addicts or alcoholics.
- (3) Hospital means a legally constituted establishment which meets all of the following requirements
- (a) operates primarily for the reception care and treatment of sick ailing or injured persons as in-patients (b) provides 24 hour a day nursing service by registered or graduate nurses (c) has a staff of one or more licensed physicians available at all times (d) provides or ganized facilities for diagnosis and except in the case of a hospital primarily concerned with the treatment of chronic diseases for major surgery (e) is not primarily a clinic nursing home or convalescent home or similar establishment nor other than incidentally a place for alcoholics or drug addicts and (f) is not a military hospital veterans hospital or a soldiers home
- (4) In patient means a person admitted to a hospital as a resident or bed-patient who is provided at least one day s room and board by the hospital
- (5) One injury means such injury and all conditions related thereto resulting from a single accident.
- (6) One Sickness means all such sicknesses which exist simul taneously and result from the same or related causes including recurrences of these sicknesses
- (7) Covered Person means (a) the person named in item 1 of the Declarations herein called the Insured (b) the Insured's spouse and (c) the Insured's unmarried children (which shall include stepchildren









and foster children) over 14 days-and under jears of age while living at home or attending college

In addition if a child is born of the Insured's spouse such child shall automatically become a Covered Person hereunder without additional premium charge upon either the fifteenth day after birth or the day after the new born child is discharged from the hospital whichever date is later provided this endorsement is then in force

(8) Other Medical Expense Coverage means coverage provided for hospital surgical or other medical expenses by any other insurance or welfare plan or prepayment arrangement (including Blue Cross and Blue Shield plans) whether provided on an individual or family basis or on a group basis through an employer union or membership in an associa tion if coverage is provided on a provision of service basis the amount of benefits under such coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage

#### EXCLUSIONS

This Coverage does not cover

- (1) Loss caused by or resulting from any one or more of the following
- A Suicide or any attempt thereat, while sane or insane
- B Declared or undeclared war or any act thereof
- C Service or while serving on full time active duty in the Armed For ces of any country or international authority (any premium actually paid to be returned by the Company pro rata for any such period of full time active duty)
- D Travel or flight in or descent from any aircraft or any other device for aerial navigation or navigation beyond the earth's atmosphere
- (a) which is being used for any test or experimental purpose or
- (b) which is being operated by or for or under the direction of any military authority other than the Military Air Transport Service (MATS) of the United States of America or the similar air transport service anywhere in the world
- E Treatment of mental or nervous diseases disorders or deficiencies
- F Treatment for prevention or cure of alcoholism or narcotics addiction
- G Any dental care or treatment eye examination glasses hearing aid or the fitting of any thereof or cosmetic or plastic surgery ex cept to the extent necessary for the repair or alleviation of injuries to the natural body of a Covered Person caused by accident covered in
- H Any treatment or service furnished a Covered Person by a physi cian surgeon dentist dental surgeon or nurse who is living in that Covered Person's household or a member of the Covered Person's family not beyond the second degree of consanguinity
- 1 Any sickness or disease contracted or commencing prior to the beginning of the Endorsement Period
- J Any bodily injuries caused by accident which occur prior to the beginning of the Endorsement Period
- (2) Any charges paid for or reimbursable by or through any national state or local government

#### EXPIRATION OF COVERAGE

This Coverage shall expire automatically with respect to a Covered Person upon the earliest of the following occurrences

A any child included as a Covered Person hereunder on the date such child ceases to be a Covered Person in accordance with the definition of Covered Persons hereinbefore stated

B any Covered Person upon termination of this endorsement.

Any such expiration shall be without prejudice to any claim originating prior thereto

# CONDITY AS APPLICABLE TO THE MEDICAL EXPENSE COVERAGE

- 1 Notice of Claim Written notice of claim must be given to the Company within twenty days after the occurrence or commencement of any loss covered by this Coverage or as soon thereafter as is reasonably possible Notice given by or on behalf of the Insured to the Company at New York New York or to any authorized agent of the Company with information sufficient to identify the Insured and any other person whose injury or sickness may be the basis of claim hereunder shall be deemed notice to the Company
- 2 Claim Forms The Company upon receipt of a notice of claim will fumish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days. after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Coverage as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss written proof covering the occurrence the character and the extent of the loss for which claim is made
- 3 Proofs of Loss Written proof of loss must be furnished to the Company at its said office within ninety days after the date of such loss Failure to furnish such proof within the time required shall not invali date nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as reasonably possible and in no event except in the absence of legal capacity later than one year from the time proof is otherwise reaurred
- 4 Time of Payment of Claims Indemnities payable under this Coverage will be paid immediately upon receipt of due written proof of loss
- 5 Payment of Claims All indemnities payable under this Coverage will be payable to the Insured except that any indemnities accrued and unpaid at the Insured's death will be paid to the Insured's estate. How ever if any indemnity of this Section shall be payable to the estate of a person covered under this Coverage or to an Insured who is a minor or otherwise not competent to give a valid release the Company may pay such indemnity up to an amount not exceeding \$1 000 to any relative by blood or connection by marriage of said person covered or of said insured who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment
- 6 Physical Examinations The Company at its own expense shall have the right and opportunity to examine the person of any individual covered under this Coverage when and as often as it may reasonably require during the pendency of a claim hereunder with respect to such person
- 7 Legal Actions No action at Law or in equity shall be brought to recover under this Coverage prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this Coverage. No such action shall be brought after the expiration of five years after the time written proof of loss is required to be fumished
- 8 Assignment No assignment of interest under this Coverage shall be binding upon the Company unless and until the original or a duplicate thereof is received at the Home Office of the Company The Company assumes no responsibility for the validity of any assignment.
- 9 Cancellation by Insured The Insured may cancel this Coverage at any time by written notice delivered or mailed to the Company at New York New York or to any authorized agent of the Company effective upon receipt or on such later date as may be specified in such notice In the event of cancellation the Company will return promptly the unearned portion of any premium paid. The earned premium shall be computed by the use of the short rate table last filed with the state of ficial having supervision of insurance in the state where the Insured resided when the endorsement was issued
- 10 Changes This endorsement constitutes the entire contract of insurance. No change in this endorsement shall be valid until approved

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by an Executive Officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this endorsement or to waive any of its provisions.

11 Time Limit on Certain Defenses (a) the application if any is not a part of this endorsement and it shall not be used to void the endorsement or to deny a claim (b) No claim for loss incurred after two years from the date of issue of this endorsement shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this endorsement

12 Grace Period If the premium for this endorsement is payable in installments a grace period of thirty one days will be granted for the payment of each installment falling due after the first installment during which grace period the endorsement shall continue in force. Unless not less than thirty days prior to the expiration of the Endorsement Period the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this endorsement beyond such expiration date a grace period of thirty one days will be granted for the payment of each renewal premium during which grace period the endorsement shall continue in force.

13 Reinstatement If any installment after the first installment or any renewal premium be not paid within the time granted the Insured for

payment a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium with out requiring in connection therewith an application for reinstatement shall reinstate the endorsement provided however that if the Company or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered the endorsement will be reinstated upon approval of such application by the Company or lacking such approval upon the forty fifth day following the date of such con ditional receipt unless the Company has previously notified the Insured in writing of its disapproval of such application. The reinstated endorse ment shall cover only loss resulting from such injuries as may be sus tained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects the Insured and Company shall have the same rights thereunder as they had under the endorsement immediately before the due date of the defaulted installment of premium subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid but not to any period more than sixty days prior to the date of reinstatement

14 Conformity with State Statutes Any provision of this endorsement which on its effective date is in conflict with the statutes of the state to which the Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes

This endorsement is effective for the period	
from	APRIL 4 1972
to	JULY 1 1974
12 01 A M standard time at the address of the	Named Insured stated in Item 2 of the policy
Attached to and made a part of Policy No	DCL 53 67 44
issued to	JERRY RAPPORT
by the Company designated herein but the sa by its duly authorized agent	etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  etary  et
Leage R Cross Sect	Countersigned By L. Licensed Resident Agent



UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

FM 101 0 5 (REV 10 71) CALIFORNIA

# PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

Thi	s Endorsement ef	fective APRIL 4.	19 72 forms p	art of policy number DCL 53 67 44
ISS	ued to		TRIES, ET AL	
Ву.		THE NORTH RI	VER INSURANCE	Company
mer	nt this policy	the premium charged it is agr does not cover any non b siness includes trade profess	usiness activities of	ich coverage as is afforded by this endorse- any individual named insured. It is further
		<u>D</u>	ECLARATIONS	
(1)	Individual Named	Insured ROLAND R SA	AHM .	
(2)	Address	17905 SOUTH	BROADWAY, GARDEN	A, CALIFORNIA
	(A) Coverage — (B) Retained Lin	y - As Insuring Agreement III Personal Liability with respect nit  125. Installments F 56. 1st Anniversa	\$	250
	During the past yitem #1 of this e	year no insurer has cancelled a ndorsement nor declined to iss	ny similar insurance issue sue such insurance unless	d to the Individual Named Insured stated in
/E\		AN ENTRY MEANS NO EXCEPTION		
	For the purpose that the insured endorsements or	of the insurance afforded by th shall maintain in force valid a	is endorsement it is warra nd collectible underlying i se as set out below or for ance is in force with limits	nted by the insured stated in item #1 above nsurance written without special restrictive the purpose of the insurance afforded under of at least
	Comprehensive Personal Liability	Personal Liability \$100,000 each occurrence		Bodily Injury Liability and Property Damage Liability Combined \$ each occurrence
	Watercraft Liability	Protection & Indemnity or Bodily Injury and Property Damage Liability combined \$ each occurrence	or Automobile Liability	Bodily Injury Liability 300,000 each person 300,000 each occurrence
	or	Bodily Injury Liability  \$ each person \$ each accident  Property Damage Liability \$ each accident	Standard Workmen s Compensation & Employers Liability	Property Damage Liability \$ 50.000 each occurrence Coverage B — Employers Liability \$100.000 one accident

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability insuring agreements exclusions conditions and other terms of this endorsement, the Company agrees with the Individual Named Insured as follows

#### **INSURING AGREEMENTS**

#### COVERAGE - PERSONAL LIABILITY

To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage

#### DEFENSE - Settlement -

With respect to any occurrence not covered by underlying insurance described in Item No 7 of this endorsement or any other underlying insurance available to the insured but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3 (B) of the Declarations of this endorsement the company shall

- and seeking damages on account thereof even if such suit is groundless false or fraudulent but the company may make such investigation negotiation and settlement of any claim or suit as it deems expedient
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement all premiums on appeal bonds required in any such defended suit the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement but without any obligation to apply for or furnish any such bonds
- (c) pay all expenses incurred by the company all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon
- (d) reimburse the insured for all reasonable expenses other than loss of earnings incurred at the company's request

and the amounts so incurred except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this endorsement

In any country where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expenses incurred with its written consent in accordance with this agreement

The insured shall promptly reimburse the company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement

#### LIMIT OF LIABILITY - Retained Limit -

The company's liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of

- the total of the applicable limits of the underlying insurance described in Item No 7 of this endorsement and the applicable limits of any other underlying insurance available to the insured
- (b) an amount as stated in Item 3(B) of the Declarations of this endorsement as the result of any one occurrence not covered by the insurance as described in Item No. 7 of this endorsement or any other insurance

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement

There is no limit to the number of occurrences during the period of this endorsement for which claims may be made

IV DEFINITION OF INDIVIDUAL NAMED INSURED and INSURED -

Individual Named Insured means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word insured includes the individual named insured and also

- any relative or any other person under the age of twenty-one (21) in the care of the individual named insured
- (b) (1) any person while using an automobile or watercraft owned by loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof provided the actual use is by the individual named insured or with the individual named insured s permission or (2) defend any suit against the insured alleging such injury or damage CCE小八 rope to a non owned automobile any relative provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement
  - with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the individual named insured to the owner or lessee thereof other than the individual named insured or to any agent or employee of such owner or lessee (This subparagraph does not apply to a relative with respect to a non-owned automobile)
  - (ii) to any person or organization or to any agent or employee thereof operating an automobile sales agency repair shop service station storage garage or public parking place with respect to any occurrence arising out of the operation thereof
  - (iii) with respect to any watercraft to any person or organization or any agent or employee thereof operating a shipyard boat repair yard marina yacht club sales agency boat service station or similar facility
  - (c) with respect to animals owned by an insured any person or organization legally responsible therefor except a person using or having custody or possession of any such animal without the permission of the owner

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the company s liability

# POLICY PERIOD TERRITORY -

This endorsement applies only to occurrences happening anywhere during the policy period

# **EXCLUSIONS**

This endorsement shall not apply

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation disability benefits or similar law
- (b) to property damage to (1) property owned by the insured or (2) aircraft rented to used by or in the care custody or control of the
- (c) to liability for property damage to property other than aircraft rented to occupied or used by or in the care custody or control of the insured to the extent the insured is under contract to provide insurance therefor



- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Under writers or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage
- (f) to liability arising our of the ownership maintenance operation use loading or unloading of any aircraft
- (g) to the ownership maintenance or use including loading or unloading of any watercraft owned by an insured while away from premises owned by rented to or controlled by an insured if twenty six (26) feet or more in overall length unless (1) insurance therefor is provided by an underlying insurance described in item No 7 of the Declarations of this endorsement (2) notice is given to the company within thirty (30) days following date of acquisition of such watercraft and additional premium charged
- (h) to any business or business pursuits of an insured or to property (other than farms) on which a business is conducted by an insured except to the extent that insurance therefor is provided by underlying insurance described in item No 7 of this endorsement
- to the rendering of any professional service or the omission thereof by an insured
- (j) except with respect to occurrence taking place in the United States of America its territories or possessions or Canada to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or any act or condition incident to any of the foregoing
- (k) to the ownership maintenance or use of any recreational motor vehicle as defined herein except insofar as coverage is available to the insured in the underlying insurance described in item No. 7 of the Declarations of this endorsement.
- (1) to the ownership maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing except insofar as coverage is available to the insured in the underlying insurance described in item No 7 of the Declarations of this endorsement as respects watercraft

# CONDITIONS

- A Other Definitions (a) Ultimate net loss means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the company after making proper deduction for all recoveries and salvages collectible but excludes all loss expenses and legal expenses (including attorney s fees court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured the company or any underlying insurer so incurred
- (b) Personal Injury means
  - (1) bodily injury sickness disease disability shock mental anguish and mental injury
  - (2) false arrest false imprisonment wrongful eviction wrongful detention malicious prosecution or humiliation
  - (3) libel slander defamation of character or invasion of right of privacy and
  - (4) assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger in the operation of automobiles or watercraft for the purpose of protecting persons or property
- including death resulting therefrom sustained by any person
- (c) Property Damage means injury to or destruction of tangible property including the loss of use thereof

- (d) Automobile means a land motor vehicle trailer or semi trailer including farm tractors trailers and implements
- (e) Business includes trade profession or occupation
- (f) Relative means a relative of the individual named insured who is resident of the same household
- (g) Non owned automobile means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative other than a temporary substitute automobile i.e. one not owned by the individual named insured while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown repair servicing loss or destruction
- (h) Recreational Motor Vehicle means (1) a golf cart snowmobile mini bike motor scooter dune buggle or alterrain vehicle or (2) if not subject to Motor Vehicle Registration any other land motor vehicle designed for recreational use off public roads
- B Notice of Occurrence Upon the happening of an occurrence reasonably likely to involve the company hereunder written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the company each paper therein or a copy thereof received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.
- C Assistance and Co operation Except as provided in Insuring Agreement II (Defense Settlement) or Condition H (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company In such event the insured and the company shall cooperate fully
- D Appeals In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit the company may elect to do so at its own expense and shall be liable for the taxable costs disbursements and interest incidental thereto but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs disbursements and interest incidental to such appeal
- E Loss Payable Liability of the company shall not attach until the insured s liability shall have been made certain by final judgment against the insured after actual trial or by written agreement of the insured the claimant and the company
- F Action Against the Company No action shall lie against the company unless as a condition precedent thereto the insured shall have fully complied with all the terms of this endorsement nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured or by written agreement of the insured the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative.

- G Other Insurance If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with such other insurance.
- H Underlying Insurance This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.
- I Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- J Changes Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the company from asserting any right under it nor shall the terms of this endorsement be waived or changed except by endorsement hereon
- K Assignment Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder. If however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.
- Employers Liability Common Law Defenses As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured the insured warrants that he has not and will not abrogate his common law defenses under any workman's compensation law in the event the insured should at any time during

the endorsement period abrogate such defenses such insurance as is afforded with respect to such employee shall automatically terminate at the same time

- M Maintenance of Underlying Insurance It is warranted by the insured that the underlying insurance described in Item No 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force
- Cancellation This endorsement may be cancelled by the individual named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This endorsement may be cancelled by the company by mailing to the individual named insured at the address shown in this endorsement written notice stating when not less than either 1) thirty (30) days or 2) if an entry is made the number of days stated in Item No 6 of the declarations of this endorsement thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the company shall be equivalent to mailing. If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative mailed or delivered shall be sufficient tender of any refund due the individual named insured

AUTHORIZED REPRESENTATIVE





UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

FM 101 0 5 (REV 10 71) CALIFORNIA

# PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

Thi	s Endorsement e	ffective APRIL 4.	19 14 forms p	part of policy number DCL 53 67 44	
ISSI	ued to	ELIXIR INDUST	RIES, ET AL		
Bv.		THE NORTH RIV	ER INSURANCE	Company	
_,.				,	
mer	nt this policy		usiness activities of	uch coverage as is afforded by this endorse- any individual named insured. It is further	
		<u>D1</u>	ECLARATIONS .		
(1)	Individual Name	d insured JERRY RAPPORT			
(2)	Address	17905 SOUTH B	ROADWAY, GARDENA	CALIFORNIA	
3)	(A) Coverage ~	ty — As Insuring Agreement III Personal Liability with respect mit	•	250.	
·	During the past	125. Installments P 56. Ist Anniversar  year no insurer has cancelled an endorsement nor declined to issue	ny similar insurance issue	d to the Individual Named Insured stated in	
	ABSENCE OF	AN ENTRY MEANS NO EXCEPTION			
(6)	Cancellation				
(7)	For the purpose of the insurance afforded by this endorsement it is warranted by the insured stated in item #1 above that the insured shall maintain in force valid and collectible underlying insurance written without special restrictive endorsements on standard forms in general use as set out below or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force with limits of at least				
	Comprehensive Personal Liability	Personal Liability \$100,000 each occurrence	•	Bodily Injury Liability and Property Damage Liability Combined \$ each occurrence	
	Watercraft Liability	Protection & Indemnity or Bodily Injury and Property Damage Liability combined \$ each occurrence	or Automobile Liability	Bodily Injury Liability \$100,000 each person \$300,000 each occurrence	
	or	Bodily Injury Liability \$ each person	Standard Workmen s Compensation &	Property Damage Liability  \$ 50,000 each occurrence  Coverage B — Employers  Liability	
E	ND. #10 6-	\$ each accident Property Damage Liability \$ each accident 14-72 C/pm	Employers Liability	\$ 100,000 ene accident	

with the Individual Named Insured as follows limits of liability insuring agreements exclusions conditions and other terms of this endorsement the Company agrees In consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the

- DERUSNI INDIVIDUAL NAMED INSURED IV DEFINITION OF

includes the individual named insured and also a resident of the same household. The unqualified word insured declaration of this endorsement and also includes the spouse thereof if Individual Named Insured means the individual named in the

- in the care of the individual named insured any relative or any other person under the age of twenty-one (21)
- insured does not apply under division (b) of this insuring any person or organization other than the individual named within the scope of such permission. The insurance with respect to reasonably believed to be with the permission of the owner and is the actual use thereof is with the permission of the owner or with respect to a non owned automobile any relative provided insured or with the individual named insured a permission or (2) use thereof provided the actual use is by the individual named insured and any person or organization legally responsible for the bamen laubivibri adt to tland ni szu rot barid 10 of bansol (1) any person while using an automobile or watercraft owned by
- not apply to a relative with respect to a non-owned employee of such owner or lessee (This subparagraph does or then the individual mamed insured or to any agent or the individual named insured to the owner or lessee thereof substitute automobile) or watercraft hired by or loaned to (i) with respect to any automobile (other than a temporary
- respect to any occurrence arising out of the operation service station storage garage or public parking place with thereof operating an automobile sales agency repair shop to any person or organization or to any agent or employee (alidomotus
- repair yard marina yacht club sales agency boat service or any agent or employee thereof operating a shipyard boat (iii) with respect to any watercraft to any person or organization
- having custody or possession of any such animal without the organization legally responsible therefor except a person using or (c) with respect to animals owned by an insured any person or station or similar facility
- of more than one insured shall not operate to increase the limit of the a claim is made or suit is brought but the inclusion in this endorsement The insurance afforded applies separately to each insured against whom permission of the owner

company s liability

# POLICY PERIOD TERRITORY -

garing the policy period This endorsement applies only to occurrences happening anywhere

# **EXCENSIONS**

- be held liable under any workmen's or unemployment to any obligation for which the insured or any of his insurers may Yiqqe ton lieds tnamasrobna sidT
- sircraft rented to used by or in the care custody or control of the (b) to property damage to (1) property owned by the insured or (2) compensation disbility benefits or similar law
- provide insurance therefor of the insured to the extent the insured is under contract to rented to occupied or used by or in the care custody or control to liability for property damage to property other than aircraft

# COVERAGE - PERSONAL LIABILITY INSURING AGREEMENTS

pay as damages because of personal injury or property damage the retained limit which the insured shall become legally obligated to To pay on behalf of the insured the ultimate net loss in excess of

— JnemeltteS — 32N3430

retained limit specified in Item 3 (B) of the Declarations of this and conditions of this endorsement except for the amount of the underlying insurance available to the insured but covered by the terms insurance described in Item No 7 of this endorsement or any other With respect to any occurrence not covered by underlying

(a) defend any suit against the insured alleging such injury or damage endorsement the company shall

- theipadxa smaab investigation negotiation and settlement of any claim or suit as it acounciess talse or transmillent but the company may make such and seeking damages on account thereof even if such suit is
- sul anch bonds endorsement but without any obligation to apply for or furnish event of accident or traffic law violation during the period of this defended suit the cost of bail bonds required of the insured in the endorsement all premiums on appeal bonds required in any such not in excess of the applicable limit of liability of this (b) pay all premiums on bonds to release attachments for an amount
- court such part of such judgment as does not exceed the limit of judgment until the company has paid or tendered or deposited in the insured in any such suit and all interest accruing after entry of pay all expenses incurred by the company all costs taxed against
- of earnings incurred at the company s request (b) reimburse the insured for all reasonable expenses other than loss the company s liability thereon
- payable by the company in addition to the applicable limit of liability and the amounts so incurred except settlements of claims and suits are

In any country where the company may be prevented by law or of this endorsement

agreement expenses incurred with its written consent in accordance with this otherwise from carrying out this agreement, the company shall pay any

Declarations of this endorsement of the insured within the retained limit specified in Item 3(B) of the amount of ultimate net loss (except for Defense Costs) paid on behalf The insured shall promptly reimburse the company for any

- III LIMIT OF LIABILITY - Retained Limit

defined as the greater of be only for the ultimate net loss in excess of the insured s retained limit The company's liability as the result of any one occurrence shall

- fimits of any other underlying insurance available to the insured described in Item No 7 of this endorsement and the applicable (a) the total of the applicable limits of the underlying insurance
- the insurance as described in Item No 7 of this endorsement or endorsement as the result of any one occurrence not covered by (d) an amount as stated in Item 3(8) of the Declarations of this
- and then shall not exceed the amount stated in Item 3(A) of the any other insurance
- Declarations of this endorsement

endorsement for which claims may be made There is no limit to the number of occurrences during the period of this

- - (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Under writers or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability
  - (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage
  - (f) to liability arising our of the ownership maintenance operation use loading or unloading of any aircraft
  - (g) to the ownership maintenance or use including loading or unloading of any watercraft owned by an insured while away from premises owned by rented to or controlled by an insured if twenty six (26) feet or more in overall length unless (1) insurance therefor is provided by an underlying insurance described in item No 7 of the Declarations of this endorsement (2) notice is given to the company within thirty (30) days following date of acquisition of such watercraft and additional premium charged
  - (h) to any business or business pursuits of an insured or to property (other than farms) on which a business is conducted by an insured except to the extent that insurance therefor is provided by underlying insurance described in item No 7 of this endorsement
  - (i) to the rendering of any professional service or the omission thereof by an insured
  - (j) except with respect to occurrence taking place in the United States of America its territories or possessions or Canada to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war whether or not declared civil war insurrection rebellion or revolution or any act or condition incident to any of the foregoing
  - (k) to the ownership maintenance or use of any recreational motor vehicle as defined herein except insofar as coverage is available to the insured in the underlying insurance described in item No. 7 of the Declarations of this endorsement.
  - (1) to the ownership maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing except insofar as coverage is available to the insured in the underlying insurance described in item No 7 of the Declarations of this endorsement as respects watercraft

# CONDITIONS

- A Other Definitions (a) Ultimate net loss means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the company after making proper deduction for all recoveries and salvages collectible but excludes all loss expenses and legal expenses (including attorney s fees court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured the company or any underlying insurer so incurred
- (b) Personal Injury means
  - (1) bodily injury sickness disease disability shock mental anguish and mental injury
  - (2) false arrest false imprisonment wrongful eviction wrongful detention malicious prosecution or humiliation
  - (3) libel slander defamation of character or invasion of right of privacy and
  - (4) assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger in the operation of automobiles or watercraft for the purpose of protecting persons or property
- including death resulting therefrom sustained by any person
- (c) Property Damage means injury to or destruction of tangible property including the loss of use thereof

- (d) Automobile means a land motor vehicle trailer or semi trailer including farm tractors trailers and implements
- (e) Business includes trade profession or occupation
- (f) Relative means a relative of the individual named insured who is resident of the same household
- (g) Non owned automobile means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative other than a temporary substitute automobile i.e. one not owned by the individual named insured while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown repair servicing loss or destruction
- (h) Recreational Motor Vehicle means (1) a golf cart snowmobile mini bike motor scooter dune buggle or alterrain vehicle or (2) if not subject to Motor Vehicle Registration any other land motor vehicle designed for recreational use off public roads
- B Notice of Occurrence Upon the happening of an occurrence reasonably likely to involve the company hereunder written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence if legal proceedings are begun in such a case, the insured shall forward to the company each paper therein or a copy thereof received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.
- C Assistance and Co operation Except as provided in Insuring Agreement II (Defense Settlement) or Condition H (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company in such event the insured and the company shall cooperate fully
- D Appeals In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit the company may elect to do so at its own expense and shall be liable for the taxable costs disbursements and interest incidental thereto but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs disbursements and interest incidental to such appeal
- E Loss Payable Liability of the company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial or by written agreement of the insured the claimant and the company
- F Action Against the Company No action shall lie against the company unless as a condition precedent thereto the insured shall have fully complied with all the terms of this endorsement nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured or by written agreement of the insured the claimant and the company Arry person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement No person or organization shall have any right under this endorsement to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative

- G Other Insurance If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with such other insurance
- H Underlying Insurance This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.
- I Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured singhts of recovery therefor and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- J Changes Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the company from asserting any right under it nor shall the terms of this endorsement be waived or changed except by endorsement hereon
- K Assignment Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder. If however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement unless cancelled shall cover the insured's legal representative for the unexpired portion of such period.
- L Employers Liability Common Law Defenses As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured the insured warrants that he has not and will not abrogate his common law defenses under any workman's compensation law in the event the insured should at any time during

the endorsement period abrogate such defenses such insurance as is afforded with respect to such employee shall automatically terminate at the same time

- M Maintenance of Underlying Insurance It is warranted by the insured that the underlying insurance described in Item No 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force
- Cancellation This endorsement may be cancelled by the individual named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This endorsement may be cancelled by the company by mailing to the individual named insured at the address shown in this endorsement written notice stating when not less than either 1) thirty (30) days or 2) if an entry is made the number of days stated in Item No 6 of the declarations of this endorsement thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the company shall be equivalent to mailing If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative mailed or delivered shall be sufficient tender of any refund due the individual named insured

AUTHORIZED REPRESENTATIVE



THE RIVER INSURANCE

LAPANY

FM 36 0 24 CAL (REV 7/71)

# COMPREHENSIVE PERSONAL CATASTROPHE LIABILITY AMENDATORY ENDORSEMENT EXCESS MAJOR MEDICAL EXPENSE COVERAGE

APRIL 4, 1972 JULY 1 1973 JULY 1, 1974 \$15

THIS ENDORSEMENT PROVIDES BENEFITS FOR HOSPITAL MEDICAL AND SURGICAL EXPENSES IN THE AMOUNTS FOR THE PERIODS AND TO THE EXTENT HEREIN LIMITED AND PROVIDED

ADDITIONAL PREMIUM SEE ABOVE

IT IS AGREED THAT THE FOLLOWING ADDITIONS AND AMENDMENTS ARE MADE TO THE POLICY

THE CONDITION ENTITLED CHANGES" IN THE POLICY FORM IS DELETED

ALL OTHER CONDITIONS OF THE POLICY FORM ARE APPLICABLE ONLY TO THE LIABILITY COVER AGE AFFORDED FOR PERSONAL INJURY AND PROPERTY DAMAGE

THE FOLLOWING CONDITIONS AND COVERAGE ARE ADDED TO THE POLICY

PROVISIONS APPLICABLE TO ALL COVERAGES INCLUDING THE PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY COVERAGES

#### NOTICE OF TEN DAY RIGHT TO EXAMINE ENDORSEMENT

Within ten days after its delivery to the Insured this endorsement may be surrendered by delivering or mailing it to the Home Office or branch office of the Company or to the agent through whom it was purchased Upon such surrender the Company will return any premium paid

#### RENEWAL SUBJECT TO CONSENT OF THE COMPANY

Subject to the consent of the Company and the General Condition entitled Grace Period this endorsement may be renewed from Endorsement Period to Endorsement Period by timely payment of the premium at the Company's premium rate in force at the time of each such renewal. The Company will not exercise its right to decline renewal of this endorsement other than for non payment of premium when due except on the renewal date coinciding with or next following each anniversary of the effective date of this endorsement or in the event of lapse and reinstatement the renewal date coinciding with or next following each anniversary of the date of the last reinstatement. Any such refusal to renew shall be without prejudice to any claim originating while this endorsement is in force.

## MEDICAL EXPENSE COVERAGE

In consideration of the payment of premiums and subject to the exclusions. Ilmitations reductions (if any) and other terms of this Coverage the Company hereby agrees with the Insured under this Coverage to pay the losses specified in this Coverage.

This Coverage is effective during the Endorsement Period specified below and the limit of the Company's liability under this Coverage shall be as stated in the Schedule set forth below subject to all of the terms conditions and other provisions applicable to this Coverage

## **SCHEDULE**

MAXIMUM BENEFIT \$25 000 MINIMUM DEDUCTIBLE \$10 000 The premium for the initial period of this Coverage is \$15 00 per year

END #11 6-14-72 C/mm

# MEDICAL EXPENSE BENEFIT

- If a Covered Person incurs  $\mathsf{Eligible}$  Expenses as defined herein resulting
- a directly and independently of all other causes from bodily injuries caused by accident which occur while this Benefit is in force (herein called such injuries ) or
- b from sickness or disease contracted and commencing while this Benefit is in force (herein called such sickness) subject to the applicable provisions of this endorsement and all the terms exclusions and limitations of this Coverage the Company will pay 80% of the amount by which Eligible Expenses incurred during a Benefit Period for a Covered Person exceed the Deductible Amount subject to the Maximum Benefit for any one injury or any one sickness

However no Benefits will be payable by the Company during any Benefit Period which does not begin while this Benefit is in force or within 90 days following termination of the endorsement with respect to such Covered Person

# DEDUCTIBLE AMOUNT

The Deductible Amount shall be the greater of

- a) the Minimum Deductible shown in the schedule or
- b) the amount of benefits provided for Eligible Expenses under Other Medical Expense Coverage as defined herein. Beginning on the day a Covered Person incurs Eligible Expenses, the Deductible Amount must be expended within a period of 540 consecutive days or if the Covered Person has other insurance providing coverage in an amount greater than the Minimum Deductible of \$10,000 for a period equal to the amount of days provided for under such other coverage, whichever is greater.

A Benefit Period with respect to any one injury or any one sickness will begin on the day a Covered Person incurs an Eligible Expense used toward satisfaction of the Deductible Amount and will terminate



two years after the date such Deductible Amount is exceeded by Eligible Expenses

If at the conclusion of any Benefit Period Eligible Expenses continue and the Maximum Benefit for any one injury or any one sickness has not been paid additional Benefit Periods may be established provided Eligible Expenses incurred after the previous Benefit Period again exceed the Deductible Amount during the period of time permitted

# MAXIMUM BENEFIT

The Maximum Benefit payable on account of Eligible Expenses incurred for a Covered Person as a result of any one injury or any one sickness shall be as specified in the Schedule regardless of whether the Eligible Expenses are incurred during one or more Benefit Periods except that such Maximum Benefit payable for any one injury or any one sickness occurring after the Covered Person's 65th birthday shall be one-half the Maximum Benefit specified in the Schedule

Whenever benefits become payable on behalf of a Covered Person on the basis of a Deductible Amount that is greater than the Minimum Deductible the Maximum Benefit otherwise applicable shall be in creased by \$3 for each \$1 by which the Deductible Amount exceeds the Minimum Deductible applicable to that Benefit Period provided that the total increase in the Maximum Benefit for a Covered Person whether during one or more Benefit Periods shall not exceed \$7 500

#### COMMON ACCIDENT

If Eligible Expenses are incurred for more than one Covered Person as a result of such injuries sustained in one Common Accident then as to each such person a separate Benefit Period will be established beginning on the day the first Eligible Expense used toward satisfaction of the Deductible Amount is incurred for any of these Covered Persons A single Deductible Amount will apply with respect to such Common Accident and may be satisfied by the combined Eligible Expenses in curred for all of such Covered Persons as a result of the accident. The Deductible Amount will be the greater of the Minimum Deductible or the amount of benefits provided for Eligible Expenses for all such persons under Other Medical Expense Coverage whichever is greater provided however that no one person will have to sustain a Deductible Amount greater than he would have to sustain if it were not a Common Acci dent However with respect to the Maximum Benefit provisions and with respect to any additional Benefit Periods and the satisfaction of the Deductible Amount for any additional Benefit Periods resulting from the same accident and all conditions related thereto. Eligible Expenses incurred by or on behalf of one Covered Person will not be combined with those incurred by or on behalf of any other Covered Person

# **DEFINITIONS**

With respect only to the benefits herein provided

- (1) Eligible Expenses means the customary expenses incurred for a Covered Person for necessary treatment services or supplies within the following categories provided such treatment services or supplies have been ordered by a legally qualified and registered physician or surgeon and have been furnished directly to such person for the sole purpose of treating such injuries or such sickness as respects such person. The actual charge if any made by
- (a) a legally constituted hospital for medical care and services except that not more than \$40 per day for room and board floor nursing and other per diem charges will be allowed as an Eligible Expense
- (b) a legally qualified and registered physician or surgeon or any per son who is licensed to treat those conditions specified in Exclusion (g) for medical care and treatment
- (c) a dentist or dental surgeon for necessary dental care and treatment but only to the extent necessary for the repair or alleviation of injuries to the natural body of a Covered Person caused by accident covered by this endorsement
- (d) a radiologist physiotherapist or laboratory for diagnosis or treatment

- (e) a physician or professional anesthetist for the cost and administration of anesthetics
- (f) a licensed or graduate nurse for private duty nursing care
- (g) a convalescent home for room board and routine care during confinement resulting from any one injury or any one sickness which follows a period of hospital confinement for which benefits were paid under this coverage but not more than \$20 for any day of confinement in the convalescent home nor for more than 30 days of such confinement

The actual charge if any for

- (h) drugs and medicines requiring written prescription and which must be dispensed by a licensed pharmacist
- (1) blood or blood plasma artificial limbs or eyes casts splints trusses braces or crutches oxygen and the rental of equipment for the administration of oxygen rental of a wheel chair or hospital type bed rental of an iron lung or other medical equipment for the treatment of respiratory paralysis rental of other mechanical equipment for medical or surgical treatment
- (j) local transportation of a Covered Person by professional ambulance to and from a hospital in connection with such person s confinement as an in patient and initial emergency transportation by aircraft or railroad from the place where sickness first manifests itself or injury occurs to the nearest hospital qualified to provide the treatment required by such person on account of such sickness or such in juries
- (k) any of the items in (a) through (j) above incurred as a result of complications incident to pregnancy of the Insured's spouse (or the Insured if a female) in excess of those which would have been incurred in the absence of such complications provided the pregnancy begins while such Covered Person is insured hereunder. A surgical procedure for delivery shall not be considered a complication incident to pregnancy.

Such expenses shall be deemed to have been incurred on the date on which the particular treatment or service is performed or supply obtained which gives rise to such expenses

- (2) Convalescent home means a lawfully operated institution for the care and treatment of persons convalescing from sickness or injury with organized facilities for medical supervision within the confines of the institution and having 24 hour nursing service and a capacity of 12 or more beds. Convalescent home does not include clinics rest homes nor institutions operated primarily for treatment of mental dis ease drug addicts or alcoholics.
- (3) Hospital means a legally constituted establishment which meets all of the following requirements
- (a) operates primarily for the reception care and treatment of sick ailing or injured persons as in-patients (b) provides 24 hour a day nursing service by registered or graduate nurses (c) has a staff of one or more licensed physicians available at all times (d) provides or ganized facilities for diagnosis and except in the case of a hospital primarily concerned with the treatment of chronic diseases for major surgery (e) is not primarily a clinic nursing home or convalescent home or similar establishment nor other than incidentally a place for alcoholics or drug addicts and (f) is not a military hospital veterans hospital or a soldiers home
- (4) In patient means a person admitted to a hospital as a resident or bed-patient who is provided at least one day s room and board by the hospital
- (5) One injury means such injury and all conditions related thereto resulting from a single accident
- (6) One Sickness means all such sicknesses which exist simul taneously and result from the same or related causes including recurrences of these sicknesses
- (7) Covered Person means (a) the person named in item 1 of the Declarations herein called the Insured (b) the Insured's spouse and (c) the Insured's unmarried children (which shall include stepchildren



and foster children) over 14 days and und years of age while living at home or attending college

In addition if a child is born of the Insured's spouse such child shall automatically become a Covered Person hereunder without additional premium charge upon either the fifteenth day after birth or the day after the new born child is discharged from the hospital whichever date is later provided this endorsement is then in force

(8) Other Medical Expense Coverage means coverage provided for hosoital surgical or other medical expenses by any other insurance or welfare plan or prepayment arrangement (including Blue Cross and Blue Shield plans) whether provided on an individual or family basis or on a group basis through an employer union or membership in an association if coverage is provided on a provision of service basis the amount of benefits under such coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage

#### EXCLUSIONS

This Coverage does not cover

- (1) Loss caused by or resulting from any one or more of the following
- A Suicide or any attempt thereat while sane or insane
- B Declared or undeclared war or any act thereof
- C Service or while serving on full time active duty in the Armed For ces of any country or international authority (any premium actually paid to be returned by the Company pro rata for any such period of full time active duty)
- D Travel or flight in or descent from any aircraft or any other device for aerial navigation or navigation beyond the earth's atmosphere
- (a) which is being used for any test or experimental purpose or
- (b) which is being operated by or for or under the direction of any military authority other than the Military Air Transport Service (MATS) of the United States of America or the similar air transport service anywhere in the world
- E Treatment of mental or nervous diseases disorders or deficiencies
- F Treatment for prevention or cure of alcoholism or narcotics addiction
- G Any dental care or treatment eye examination glasses hearing aid or the fitting of any thereof or cosmetic or plastic surgery except to the extent necessary for the repair or alleviation of injuries to the natural body of a Covered Person caused by accident covered in this coverage
- H Any treatment or service furnished a Covered Person by a physician surgeon dentist dental surgeon or nurse who is living in that Covered Person's household or a member of the Covered Person's family not beyond the second degree of consanguinity
- 1 Any sickness or disease contracted or commencing prior to the beginning of the Endorsement Period
- J Any bodily injuries caused by accident which occur prior to the beginning of the Endorsement Period
- (2) Any charges paid for or reimbursable by or through any national state or local government

# **EXPIRATION OF COVERAGE**

This Coverage shall expire automatically with respect to a Covered Person upon the earliest of the following occurrences

A any child included as a Covered Person hereunder on the date such child ceases to be a Covered Person in accordance with the definition of Covered Persons hereinbefore stated

B any Covered Person upon termination of this endorsement.

Any such expiration shall be without prejudice to any claim originating prior thereto.

# COND AS APPLICABLE TO THE MEDICAL EXPENSE COVERAGE

- l Notice of Claim Written notice of claim must be given to the Company within twenty days after the occurrence or commencement of any loss covered by this Coverage or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured to the Company at New York New York or to any authorized agent of the Company with information sufficient to identify the Insured and any other person whose injury or sickness may be the basis of claim hereunder shall be deemed notice to the Company.
- 2 Claim Forms The Company upon receipt of a notice of claim will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Coverage as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss written proof covering the occurrence the character and the extent of the loss for which claim is made.
- 3 Proofs of Loss Written proof of loss must be furnished to the Company at its said office within ninety days after the date of such loss Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as reasonably possible and in no event except in the absence of legal capacity later than one year from the time proof is otherwise required
- 4 Time of Payment of Claims Indemnities payable under this Coverage will be paid immediately upon receipt of due written proof of loss
- 5 Payment of Claims All indemnities payable under this Coverage will be payable to the Insured except that any indemnities accrued and unpaid at the Insured's death will be paid to the Insured's estate. However if any indemnity of this Section shall be payable to the estate of a person covered under this Coverage or to an insured who is a minor or otherwise not competent to give a valid release the Company may pay such indemnity up to an amount not exceeding \$1 000 to any relative by blood or connection by marriage of said person covered or of said Insured who is deemed by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.
- 6 Physical Examinations The Company at its own expense shall have the right and opportunity to examine the person of any individual covered under this Coverage when and as often as it may reasonably require during the pendency of a claim hereunder with respect to such person
- 7 Legal Actions No action at Law or in equity shall be brought to recover under this Coverage prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this Coverage No such action shall be brought after the expiration of five years after the time written proof of loss is required to be furnished
- 8 Assignment No assignment of interest under this Coverage shall be binding upon the Company unless and until the original or a duplicate thereof is received at the Home Office of the Company The Company assumes no responsibility for the validity of any assignment.
- 9 Cancellation by Insured The Insured may cancel this Coverage at any time by written notice delivered or mailed to the Company at New York New York or to any authorized agent of the Company effective upon receipt or on such later date as may be specified in such notice in the event of cancellation the Company will return promptly the unearned portion of any premium paid. The earned premium shall be computed by the use of the short rate table last filed with the state of ficial having supervision of insurance in the state where the insured resided when the endorsement was issued.
- 10 Changes This endorsement constitutes the entire contract of insurance. No change in this endorsement shall be valid until approved.

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by an Executive Officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this endorsement or to waive any of its provisions

- 11 Time Limit on Certain Defenses (a) the application if any is not a part of this endorsement and it shall not be used to void the endorsement or to deny a claim (b) No claim for loss incurred after two years from the date of issue of this endorsement shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this endorsement
- 12 Grace Period If the premium for this endorsement is payable in installments a grace period of thirty one days will be granted for the payment of each installment falling due after the first installment during which grace period the endorsement shall continue in force Unless not less than thirty days prior to the expiration of the Endorsement Period the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this endorsement beyond such expiration date a grace period of thirty one days will be granted for the payment of each renewal premium during which grace period the endorsement shall continue in force
- 13 Reinstatement If any installment after the first installment or any renewal premium be not paid within the time granted the insured for

This endorsement is effective for the neriod

payment a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium with out requiring in connection therewith an application for reinstatement shall reinstate the endorsement provided however that if the Company or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered the endorsement will be reinstated upon approval of such application by the Company or lacking such approval upon the forty fifth day following the date of such con ditional receipt unless the Company has previously notified the Insured in writing of its disapproval of such application. The reinstated endorse ment shall cover only loss resulting from such injuries as may be sus tained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects the insured and Company shall have the same rights thereunder as they had under the endorsement immediately before the due date of the defaulted installment of premium subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid but not to any period more than sixty days prior to the date of reinstatement

14 Conformity with State Statutes Any provision of this endorsement which on its effective date is in conflict with the statutes of the state to which the Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes

The order some in a contract to the map points	
from	APRIL 4, 1972
to	JULY 1 1974
12 01 A M standard time at the address of the	ne Named Insured stated in Item 2 of the policy
Attached to and made a part of Policy No	DCL 53 67 44
issued to	JERRY RAPPORT
by the Company designated herein but the seby its duly authorized agent	same shall not be binding upon the Company unless countersigned  BRUSSEL  cretary  President
· ()	Countersigned
<i>-</i>	Licensed Resident Agent

<u>ययययय 2ययययययययययय</u> Policy Number		IABILITY POLICY DECLAR. INSURANCE CO		
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SEE ENDORSEMENT N	0 1	Employers Liability	\$	each occurrenc one accident
Primary coverage provides				
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Said insurance is made and accepted si which are hereby made a part of said therein provided	ubject to the foregoing stipulationsurance together with such	ations and conditions nat protections and conditions stipulated so sind conditions.	ul tions nd conditions porditions as may be endo	— inted on palls? & 4 of this policy rsed on laid Policy olladded thereto a

# MBRELLA LIABILITY INSURANCE

Named Assured As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary associated affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (hereinal er called the Named Assured )

#### INSURING AGREEMENTS

#### COVERAGE-

The Company hereby agrees subject to the limitations terms and conditions herein after mentioned to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) Imposed upon the Assured by law
- (b) assumed under contract or agreement by the Named Assured and/or any officer director stockholder partner or employee of the Named Assured while acting in his capacity as such

for damages on account of -

- (i) Personal Injuries
- (ii) Property Damage
- (III) Advertising liability

caused by or arising out of each occurrence happening anywhere in the world

#### II LIMIT OF LIABILITY-

The Company hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances
- (b) the amount as set out in Item 2(c) of the Declarations ultimate net loss in respect of each occurrence not covered by said underlying insurances

(hereinafter called the underlying limits )

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury (fatal or non fatal) by

Occupational Disease sustained by any employees of the Assured In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder this policy subject to all the terms conditions and definitions hereof shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance

The inclusion or addition hereunder of more than one Assured shall not operate to increase the Company's limits of liability beyond those set forth in the Declarations

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

The unqualified word. Assured. wherever used in this policy includes

- (a) the Named Assured and if the Named Assured is designated in Item I of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his leability as such
- (b) any officer director stockholder partner or employee of the Named Assured while acting in his capacity as such and any organization or proprietor with respect to real estate management for the Named Assured
- any person organization trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the named Assured
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached schedule
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured or to any aircraft owned by or hired for use in behalf of the Named Assured any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub division (e) with respect to any person or organization other than the Named Assured shall not apply-
  - 1 to any person or organization or to any agent or employee thereof operating an automobile repair shop public garage sales agency service station or public parking place with respect to any occurrence arising out of the opera tion thereof
  - 2 to any manufacturer of aircraft aircraft engines or aviation accessories or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any oc currence arising out of any of the aforementioned
  - 3 with respect to any hired automobile or aircraft to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
  - with respect to any non owned automobile to any officer director stock holder partner or employee of the Named Assured it such automobile is owned in full or in part by him or a member of his household

#### 2 PERSONAL INJURIES—

The term Personal Injuries wherever used herein means bodily injury (including death at any time resulting therefrom) mental injury mental anguish shock sickness disease disability false arrest false imprisonment wrongful eviction detention malicious prosecution discrimination humiliation also libel slander or defamation of character or invasion of rights of privacy except that which arises out of any Advertising activities

#### 3 PROPERTY DAMAGE-

The term Property Damage wherever used herein shall mean (1) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period

#### ADVERTISING LIABILITY-

The term Advertising Liability wherever used herein shall mean

- (1) Libel slander or defamation
- (2) Any infringement of copyright or of title or of slogan
- (3) Piracy or unfair competition or idea misappropriation under an implied contract
- (4) Any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article broadcast or telecast and arising out of the Named Assured's advertising activities

#### OCCURRENCE-

The term Occurrence wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence

#### DAMAGES-

The term Damages includes damages for death and for care and loss of services resulting from personal injury

### ULTIMATE NET LOSS-

The term Ultimate Net Loss shall mean the total sum which the Assured or his Underlying Insurers as scheduled or both become obligated to pay by reason of personal injuries property damage or advertising liability claims either through adjudication or compromise and shall also include hospital medical and funeral charges and all sums paid as salaries wages compensation fees charges and law costs premiums on attach ment or appeal bonds interest expenses for doctors lawyers nurses and investigators and other persons and for litigation settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder ex cluding only the salaries of the Assured's or of any underlying insurer's permanent employees

The Company shall not be liable for expenses as aforesaid when such expenses are

included in other valid and collectible insurance

# AUTOMOBILE-

The term Automobile wherever used herein shall mean a land motor vehicle trailer or semi-trailer

#### AIRCRAFT-

The term Aircraft wherever used herein shall mean any heavier than air or lighter than air aircraft designed to transport persons or property

#### PRODUCTS LIABILITY-

The term Products Liability includes the Products Hazard and Completed Operations Hazard defined as follows

- Products Hazard includes bodily injury and properly damage arising out of the Named Assured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Assured and after physical possession of such products has been relinquished to others
  - Named Assured's Products means goods or products manufactured sold handled or distributed by the Named Assured or by others trading under his name including any container thereof (other than a vehicle) but Named Assured's Products shall not include a vending machine or any other property other than such container rented to or located for use of others but not sold
- Completed Operations Hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Assured Opera tions include materials parts or equipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times

(a) when all operations to be performed by or on behalf of the Named Assured under the contract have been completed

#### Insert Degrations Page Form and Endorsements hem

(b) when all operations to be performed by or on behalf of the Named Assured at the site of the operations have been completed or

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(c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

The Completed Operations Hazard does not include bodily injury or property damage ansing out of

- - (a) operations in connection with the transportation of property unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof
  - (b) the existence of tools uninstalled equipment or abandoned or unused materials

#### 11 ANNUAL PERIOD-

The term Annual Period shall mean each consecutive period of one year commencing from the inception date of this Policy

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS

This Policy shall not apply -

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation unemployment compensation or disability benefits law provided however that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agree ment
- (b) to personal injury property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the Named Assured of any contract or agreement or
  - (2) the failure of the Named Assured's products or work performed by or on behalf of the Named Assured to meet the level of performance quality fitness or durability warranted or represented by the Named Assured

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Assured's products or work performed by or on behalf of the Named Assured after such products or work have been put to use by any person or organization other than an Assured

- (d) to property damage to the Named Assured's products arising out of such products or any part of such products
- to property damage to work performed by or on behalf of the Named Assured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- to damag s claimed for the withdrawal inspection repair replacement or loss of use of the Named Assured's products or work completed by or for the Named Assured or of any property of which such products or work form a part if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein
- (g) with respect to advertising activities to claims made against the Assured for
  - (1) failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an
  - (2) infringement of registered trade marks service mark or trade name by use thereof as the registered trade mark service mark or trade name of goods or services sold offered for sale or advertised but this shall not relate to title or slogans
  - (3) incorrect description of any article or commodity
  - (4) mistake in advertised price
- except in respect of occurrences taking place in the United States of America its territories or posse sions or Canada to any liability of the Assured directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- to any liability arising out of the violation of any statute law ordinance or regulation prohibiting dis rimination or humiliation because of race creed colour or national origin
- to bodily injury or property damag arising out of the discharge dispersal release or escape of mok vapors soot fumes acids alkalis toxic chemicals liquids or gases, was a materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water but this exclusion does not pply if such discharge dispersal release or escape is sudden and accidental
- (k) in respect to family prote ion (uninsured motorist) coverage as provided by the Primary Insurer

Except insofar as coverag is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply

- to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of arcraft or for the purpose of preventing Personal Injuries or Property Damage at being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees unless such liability is already excluded under Exclusion (a) above
- (m) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees unless such liability is already excluded under Exclusion (a) above
- (n) with respect to any watercraft owned by the Assured while away from premises owned rented or controlled by the Assured except liability of the Named Assured for watercraft not owned by them it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees unless such liability is already excluded from Exclusion (a) above
- (o) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment
- NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) The insurance afforded under and liability coverage of this Policy does not apply
  - Under any Liability Coverage to injury sickness disease death or destruction
    - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
    - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to main tain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this Policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agree ment entered into by the United States of America or any agency thereof with any person or organization
  - Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief to expenses incurred with respect of bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organi
  - III Under any Liability Coverage to injury sickness disease death or destruction resulting from the hazardous properties of nuclear material if
    - (a) the nuclear material (1) is at any material facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom
    - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
    - (c) the injury sickness disease death or destruction anses out of the furnishing by an insured of services materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility. But if such facility is located within the United States of America its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility

#### IV As used in this endorsement

Hazardous Properties include radioactive toxic or explosive properties nuclear material means source mat rial special nuclear material or byproduct mat rial source material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof spent fuel means any fuel element or fuel com-ponent solid or liquid which has been used or exposed to radiation in a nuclear reactor waste means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel or (3) handling proc ssing or packaging waste
- (c) any equipment or devise used for the processing fabricating or alloying of special nuclear material if at anytime the total amount

of such material is in the custody. The insured at the premises where such equipment or device is located consists of or con ains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235.

(d) any structure basin excavation premises or place prepared or used for the storage of or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations in nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fission able material.

With respect to injury to or destruction of property the word injury or destruction includes all forms of radioactive contamination of property

#### THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS— A PREMIUM—

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P

#### B ADDITIONAL ASSUREDS-

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to the Company hereon who shall be entitled to charge an appropriate additional premium hereon

#### C PRIOR INSURANCE AND NON CUMULATION OF LIABILITY-

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance

#### D SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE-

As regards personal injury (fatal or non fatal) by occupational disease sustained by any employee of the Assured this policy is subject to the same warranties terms and conditions (except as regards the premium the amounts and limits of liability and the renewal agreement if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder

#### E INSPECTION AND AUDIT-

The Company shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others to determine or warrant that such property or operations are safe.

The Company may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

## F CROSS LIABILITY-

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as it separate policies had been issued to each Assured hereunder

in the event of claims being made by reason of damage to properly belonging to any Assured hereunder for which another Assured is or may be liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II

#### G NOTICE OF OCCURRENCE-

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which in the event that the Assured should be held liable is likely to involve this policy notice shall be sent as stated in Item 4 of the Declarations as soon as practicable provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to claims hereunder shall not prejudice such claims

#### H ASSISTANCE AND CO OPERATION-

The Company shall not be called upon to sasume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Company shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers or both in the defense and control of any claim suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company in which event the Assured and the Company shall co operate in all things in the defense of such claim suit or proceeding

#### I APPEALS-

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits the Company may elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto but in no event shall the liablify of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal

#### L LOSS PAYABLE-

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured or the Assured's underlying insurer shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve

(12) months after the red shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered c riain either by final judgment against the Assured after actual trial or by written agreement of the Assured the claimant and the Company If any subsequent payments shall be made by the Assured on account of the same occurrence additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

#### K BANKRUPTCY AND INSOLVENCY-

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency

#### L. OTHER INSURANCE—

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy other than insurance that is specifically stated to be excess of this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms conditions and limitations or other insurance.

#### M SUBROGATION-

Inasmuch as this policy is Excess Coverage—the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is therefore understood and agreed that in case of any payment hereunder the Company will act in concert with all other interests (including the Assured) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder shall first be reimbursed out of any balance then remaining up to the amount paid hereunder lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue if any Expenses necessary to their covery of any such amounts shall be apportioned between the interests (including the Assured) concerned in the ratio of their respective recoveries as finally settled.

#### N CHANGES-

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed except by en dorsement issued to form a part hereof signed by the Company or its representatives

#### O ASSIGNMENT-

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon

#### P CANCELLATION-

This policy may be cancelled by the Named Assured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending by registered mail notice to the Named Assured stating when not less than thirty (30) days thereafter cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company or its respective representatives shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto this policy may be cancelled by the Company or its representatives for non payment of any unpaid portion of the premium by delivering to the Named Assured or by sending to the Named Assured by registered mail at the Named Assured's address as shown herein not less than ten days written notice stating when the cancellation shall be effective

If this policy shall be cancelled by the Named Assured the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company the Company shall retain the prorata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

#### O CURRENCY~

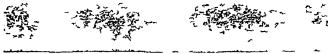
The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations Payment of Premium shall be made as stated in Item 6 of the Declarations

#### R CONFLICTING STATUTES-

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby because of non-compliance with any statute thereof then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute

### S MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES-

It is a condition of this policy that the policy or policies referred to in the attached Schedule of Underlying Insurances—shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures the Company shall only be liable to the same extent as they would have been had the Named Assured complied with the same condition.



U FRELLA LIABILITY

# SCHEDULE OF UNDERLYING INSURANCES

CARRIER	TYPE OF POLICY		LIMITS OF LIABILITY
HARTFORD	COMPREHENSIVE GENERAL LIABILITY	\$1 000 000	BODILY INJURY & PROPERTY DAMAGE COMBINED SINGLE LIMIT EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE
MUTUAL FIRE & MARINE	PRODUCTS LIABILITY	\$1 000 000	BODILY INJURY & PROPERTY DAMAGE COMBINED SINGLE LIMIT EACH CLAIM AND IN THE AGGREGATE
HARTFORD	COMPREHENSIVE AUTO	\$1 000 000	BODILY INJURY & PROPERTY DAMAGE COMBINED SINGLE LIMIT EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE
INVESTMENT INS COMPANY	EMPLOYERS LIABILITY	\$ STATUTORY	ONE ACCIDENT

AT LOS ANGELES CALIFORNIA JULY 23 1977 THE E-FECTIVE DATE OF THIS ENDOSEMENT IS

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO UP 50-02-10

ELIXIR INDUSTRIES INC

S L ALEXANDER INS SERVICES BROKER/AGENT

3435 WILSHIRE BLVD ADDRESS LOS ANGELES CALIF

ISSUED TO

8/1/77 END NO DATE OF ISSUE

BACCALA & SHOOP INSURANCE SERVICES

# CANCELLATION FOR NON-PAYMENT OF PREMIUM

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto this policy may be cancelled by the company or by Baccala & Shoop Insurance Services in their behalf for non payment of any unpaid portion of the premium by delivering to the insured or by sending to the insured by mail registered or unregistered at the insured's address as shown herein not less than ten days written notice stating when the cancellation shall be effective

All other terms and conditions remain unchang
-----------------------------------------------

The effective date of this endorsement is JULY 23 1977

This endorsement is attached to and made a part of Policy No UP 50-02-10

Issued To ELIXIR INDUSTRIES, INC

Broker/Agent S L ALEXANDER INSURANCE SERVICES

Address 3435 WILSHIRE BLVD

LOS ANGELES CALIF 90010

Date of Issue AUGUST 1, 1977

END No 2

BY_____

Baccala & Shoop Insurance Services

# EIPLOYEE RETIRE ENT AND INCOME SECURITY ACT EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT ABOUT AS A RESULT OF ANY VIOLATION OF ANY RESPONSIBILITIES OBLIGATIONS OR DUTIES I POSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO

JULY 23 1977

LOS ANGELES CALIFOPNIA

THE EFFECTIVE DAT_ OF "H S ENDOSEMENT IS

ALL OTH_R TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO UP 5Q-02-10

SSUED TO ELIXIR INDUSTRIES, INC

BROKER/AGENT S L ALEXANDER INSURANCE SERVICES

ADDRESS 3435 WILSHIRE BLVD

LOS ANGELES, CALIF 90010

DATE OF ISSUE 8/1/77 BY CQ END NO

BACCALA & SHOOP INSURANCE SERVICES

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# CLAIMS-MADE FORM PRIMARY COVER

IT IS HEREBY UNDERSTOOD AND AGREED THAT WHEREVER THE TERM

OCCURRENCE APPEARS HEREIN THE TERM CLAIMS-MADE SHALL

BE SUBSTITUTED THEREFOR. THIS PROVISION IS SUBJECT TO

DEFINITION OF CLAIMS-MADE PROVIDED BY THE UNDERLYING

COVERAGE(S) AND APPLIES SOLELY AS RESPECTS THOSE COVERAGES

SUBJECT TO THIS PROVISION

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS JULY 23 1977

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO UP 50-02-10

ISSUED TO ELIXIR INDUSTRIES INC

BROKER/AGENT S L ALEXANDER INS SERVICES

ADDRESS 3435 WILSHIRE BLVD
LOS ANGELES CALIF 90010
DATE OF ISSUE 8/1/77
BY CG END NO

BACCALA & SHOOP INSURANCE SERVICES

# PREMIUM PAYMENT ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THE DEPOSIT PREMIUM FOR COVERAGE AFFORDED HEREUNDER IS \$225 000

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS POLICY SHALL BE ADJUSTABLE ANNUALLY AT A RATE OF \$1 29 PER \$1 000 OF GROSS SALES SUBJECT TO A MINIMUM PREMIUM OF \$225 000

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Ree Policy 8/19/17

JULY 23 AT LOS ANGELES 1977 CALIFORNIA THE EFFECTIVE DATE OF THIS ENDOSEMENT IS ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO UP 50-02-10

ELIXIR INDUSTRIES INC ISSUED TO

S L ALEXANDER INSURANCE SERVICES BROKER/AGENT 3435 WILSHIRE BLVD CALIF 90010

LOS ANGELES ADDRESS

8/1/77 DATE OF ISSUE END NO

BACCALA & SHOOP INSURANCE SERVICES

IN CONSIDERATION OF AN ADDITIONAL PRESUM OF \$750 00 IT IS UNDERSTOOD AND AGREED THAT THE SCHEDULE OF UNDERLYING INSURANCES IS A ENDED IN PART TO INCLUDE THE FOLLOWING COVERAGE

CHUBB/PACIFIC INDE NITY CO PO #(78) 71013452

FOREIGN LIABILITY

\$1 000 000 BODILY INJURY AND/OR PROPERTY DAMAGE COMBINED SINGLE LIMIT EACH OCCURRENCE IN THE AGGREGATE WHERE APPLICABLE

IT IS FURTHER UNDERSTOOD AND AGREFD THAT THE SCHEDULE OF UNDERLYING INSURANCES IS ALENDED IN PART TO READ

INSURANCE OF NOFT AIFRICA IN LIEU OF I WESTIENT INS COMPANY AS RESPECTS THE LIBLOYE'S LIABILITY CARRIED

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LOS ANGELES CALIFORNIA

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JULY 23 1977 THE EFFECTIVE DATE O THIS ENDORS MENT IS

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ISSUED TO

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S L ALEXANDLP 3435 WILSHIRE BLVD

LOS A.GILIS C LIPOPI A 90010

ADDPESS

5/22/78

DATE OF I SUE

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BACCALA & SHOOP INSURANCE SERVICES

**BSIS 70** 

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT ENDORSEMENT # 6 THE CARE CUSTODY & CONTROL EXCLUSION IS DELETED IN ITS ENTIRETY FORM THIS POLICY

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

JULY 23 1978 AT LOS ANGELES CALIFORNIA

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

UP 50 02 10

ISSUED TO

BROKER/AGENT

DATE OF ISSUE

ELIXIR INDUSTRIES INC

S L ALEXANDER INS SERVICES

3435 WILSHIRE BLVD

LOS ANGELES CALIFORNIA 90010

END NO 8 5/22/78 BY BB/

BACCALA & SHOOP INSURANCE SERVICES

BSIS 70

MAY 3 0 1978

# PREMIL' ADJUSTMENT ENDORSEME T

7-23-77 TO 7-23-78 THE PREVIEW FOR THE PERIOD IS ADJUSTED AS FOLLOWS BASIS OF PRENIUM GROSS SALES s 174 042 000 RATE PER \$ 1 000 \$ 1 29 EARNED PREVIUN \$ 224 514 \$ 225 000 DEPOSIT PREMICY PAID s N/A E ADDITIONAL PRE IUN DLE CO PAN PREMIUM EARNED AS CHARGED

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 7-23-77 to 7-23-78

AT LOS ANGELES CALIFORNIA

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO UP 50 02 10

MISUED TO

ELIXIR INDUSTRIES INC

BROKER/AGENT

S L ALEXANDER INSURANCE SERVICES

3435 WILSHIRE BOULEVARD

ADDRESS

LOS ANCELES CALIFORNIA 90010

DATE OF ISSUE

5/29/79

BY BB/CJN/ag END NO S

BACCALA & SHOOP INSURANCE SERVICES

BSIS 70

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in the latest

February 24, 1978

Ms. Barbara Barszczewski Baccala & Shoop Insurance 3345 Wilshire Blvd Los Angeles, CA 90010

RE Elixir Industries
# UP 500210

Dear Barbara

We are returning your endorsement #6 for flat cancellation This additional exclusion is not acceptable. As you can see by the unbrella application submitted to your officein. July there is no care, custody or control exposure Secondly, your quote never contemplated such an exclusion and the contract the insured bought did not have this restriction. Barbara, I am not trying to be difficult on this issue but I see no reason to exclude COC. Secondly, your office and mine quoted and bound coverage on certain teems and I am reluctant to change those terms 8 months after the fact. Please cancel the endorsement Thank you

Regards,

William H Newton

WHN/VM

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CHEDULED PROPERTY FLOATER POLICY

# Southern Insurance Company

A Capital Stock Company

30204

DALLAS TEXAS

**BACCALA & SHOOP INSURANCE SERVICES** 

Insured a Name and Address

(No Steet Town County St t )

Agent

Raccala Shoop Ins Ser

ELIXIR INDUSTRIES, INC AND AS PER FORM 17809 8 BROADWAY

Address

680 WILSHIRE PLACE

LOS ANGRIES, CALIFORNIA 90005

CARDENA, CALIFORNIA
Policy Period (M Dyy)

om 8/1/76

8/1*|*79

s_1.000.000. AMOUNT PART OF

\$ 1,500,000 PRIMARY

In consideration of the stipulations herein named and of the premium above spec fied the Company does insure the Insured named above here nafter called the Insured whose address is shown above from the inception date shown above at 12 01 A M to the expiration date shown above at 12 01 A M. Standard Time at place of issuance to an amount not exceeding the amount(s) above specified on the following described property

ALL REAL AND PERSONAL PROPERTY, INCLUDING

WHILE IN TRANSIT, AND USE AND OCCUPANCY,

ALL AS FURTHER DEFINED IN FORMS ATTACHED

L VED

CCT 07 1976

This policy is made and accepted subject to the foregoing provisions and stipulations and those hele nafte istated which ale hereby made a part of this policy together with such other povisions stipulations and agreements as may be added hereto as provided in this policy

BACCALA & SHOOP INSURANCE SERVICES

Countersigned LOS ANCELES CALIFORNIA

9/29/76

Agent

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- Ms ep esentation and F µd. This entire policy shall be void if whether before or after a loss the linsured has concealed or missing esented any material fact or circumstance concerning this insurance or the subject the eof or the interest of the linsured there no or in Case of any flaud or false swealing by the linsured elating the eto.
- 2 Notice of Loss. The Insu ed shall as soon as plact cable report in writing to the Company or its agent evely loss damage of occurrence which may give rise to a claim under this policy and shall also file with the Company of its agent within ninety (90) days from date of discovery of such loss damage or occurrence a detailed sworn proof of loss.
- Examination Under Oath The Insured as often as may be reason ably requied shall exhibit to any person designated by the Company all that remains of any pioperty here n described, and shall submit and in so fa as is with n his o their power cause his or their em ployees members of the household and othe s to submit to examina tions undel oath by any peison named by the Company and subscribe the same and as often as may be reasonably requied shall pioduce for examination all writings books of account ibilis invoices and other vouchers or certified copies thereof if originals be lost at such reasonable time and place as may be designated by the Company or its epresentative and shall peimit extracts and copies thereof to be made. No such e am nation under oath oile am nation of books or documents no any other act of the Company or any of its employees or representatives in connect on with the investigation of any loss or clam hereunder shall be deemed a waver of any defense which the Company m ght otherwise hale with respect to any loss or claim but all such examinations and acts shall be deemed to have been made or done without plejudice to the Company's liab lity
- 4 Valuation The Company shall not be liable beyond the actual cash value of the prope ty at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depleciation however caused and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 5 Settlement of Loss All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory ploof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
- 6 No Benefit to B lee This insulance shall in nowise inule directly or indirectly to the binefit of any caller of other ballec
- 7 Sub ogation o Loan If in the event of loss o damage the Insured shall acquire any right of action against any individual if rm or corporation for loss of ordamage to property covered he euinder the Insured will if requested by the Company assign and transfer such clim or right of action to the Company or at the Company's option execute and deliver to the Company the customary form of loin recept upon receiving an advance of funds in respect of the loss or damage and will sub ogate the Company to or will hold in trust for the Company all such rights of action to the extent of the amount paid or advanced and will permit suit to be brought in the Insured's name under the direction of and at the expense of the-Company
- 8 Loss Clau e Any loss he eunde shall not educe the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid to total loss of one or mole scheduled tems the unearn diplement applicable to suit items will be efunded to the loss ed applied to the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the principlement of the
- 9 P Set o Pats In the event of loss of o damage to
  - (a) any a cloratcle which are a pat of a proset the mensure of los of or dimige to such article or articles shall be esonable and far proportion of the total alu of the paroset giving consideration to the importance of said

- a ticle of a ticles but in no event shall such loss of damage be construed to mean total loss of the palion set of
- (b) any pat of popety cove ed cosst ng when complete fo use of see all pats the Company shall only be lable fo the value of the pat lost o damaged
- 10 Pot ct on of Pope ty In case of loss it shall be lawful and necessay fo the Insu ed his or the factors se vants and assigns to sue labor, and it a el fo in and about the defense safeguald and recovely of the piope ty insu ed he eunder or any partithe eof without plejudice to this insu ance nor shall the acts of the Insured or the Company in recovering saving and preserving the plope ty insu ed in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incuited shall be borne by the Insured and the Company plopo tonately to the extent of their respective interests.
- 11 Suit No suit act on or proceeding for the recovery of any claim under this policy shall be sustainable in any coult of faw or equity unless the same be commenced within twelve (12) months next after discovery by the linsured of the occurence which gives rise to the claim provided however that if by the laws of the State within which this policy is issued such limitation is invalid then any such claims shall be void unless such act on suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State
- 12 App aisal If the Insured and the Company fall to agree as to the amount of loss each shall on the written demand of eithe made within sixty (60) days after receipt of proof of loss by the Company select a competent and disinterested app aser and the appraisal shall be made at a reasonable time and place. The app as ers shall if st select a competent and disinterested umple and falling for fifteen (15) days to agree upon such umpire, then on the request of the Insured or the Company such umpire shall be selected by a judge of a court of recold in the State in which such appraisal is pending. The appraise shall then appraise the loss stating separately the actual cash value at the time of loss and the amount of loss and falling to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his olits chosen appraise and shall be equally the othe eigenses of the application of its rights by any actirelating to appliaisal.
- 13 Cancelat on This policy may be canceled by the Insu diby su rende thereof to the Company of any of its authorized agents or by mailing to the Company written notice stating when the eafter such cancelation shall be effect e. This policy may be canceled by the Company by mailing to the Insured at the addless shown in this policy or last known addless written notice stating when not less than five (5) days thereafter such cancelation shall be effective. The mailing of notice as afoleshid shall be sufficiently open of su render or the effective date of the cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels ea ned p em ums shall be comput d in accordance with the customary short rate table and procedule. If the Company cancels earned p emium shall be computed pro rata Premium adjustment imay be made at the time cancelation is effect d and If Tiot then made shall be made as soon as gracticable afte cancelation becomes effect e. The Company's check or the check of its representative mailed of delivered as afolias after cancel tende of any refund of p em um due to the Insured.

- 14 Changes Notice to an agent or knowledge possessed by any agent no by my other perions in II not effect a war coor a change in any part ooths policy or estop the Curp my form as  $\epsilon$  ting any right under the term ooths policy no shill the terms of the policy bewared or chinged except by endoleminis und to form a proof this policy.
- 15 Conforty t Stitute Telms of this policy which a in conflict with this statut sof the State while nith pully is issue a hereby amended to cenfor so such stitut s

In Will e While of the Comminate ecuted and attested this plesents but this policy shill not be valid unles count in great by a duly authorized the Compiny

Tail Jenny Sicretury

Brace In Steere Mission

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# 2 108711 TF

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## 3 II I'S OF TRADITITY

THIS CO VENAL OF BE LIATE UNDER THIS POLICY FOR ORD FIAN 66 2/39 OF THE TOLIC LIVING LIVING OF LIABILITY IN ANY OF C SUALTY OR DISASTER

-	LIATS OF LI PILITY	-	COVERAGE	DOD JC "IBLF
1)	\$1,500 000 00		PLANKET TROPERTY DELACE AID FARNINGS AID LXPT SES	\$ 100,000 00 (Excliding far 40 i ve)
2)	I כן ויסן		FAR MIQUAKE	\$1,000 000 00
3)	\$ 150,C00 00		PROFERTY IN TRAISIT	\$ 25 000 00

## 4 DUCTIBLE CTARS

THIS OF PALY SHALL BE LIABLE UNDER EACH OF THE ITTLE SPECIFIED IN PARAGRAPH THREE (3) ABOVE THEN LOSS EXCLEDS THE DEDUCTIBLE A OUNT SPECIFIFD, IN ANY ONE OCCURRINGE, AND THEN ONLY FOR THE EXCESS THEREOF THE DEDUCTIONS DOES NOT THE PERIL OF MARTIQUIAE.

# 5 TERRIMORIAL LIMINS

THIS POLICY COVERS WITHIN THE UNITED STATES OF AUGRICA WITH THE FACEPTION OF PROPERTY IN TRAISIT

## 6 ACCUISTLION CLAUSE

2500,000

I'HIS POLICY IS EXTENDED TO COVER FOR ITS FRO-RATA STARE SUBJECT TO A 100% I'MIT OF LIAPILITY IN THE AMOUNT OF \$1,000,000.00, ON ALL REAL AND PERSONAL 1ROPERTY AND EARNINGS AND EXPENSES AS COVERED HEREINDER AT LOCATIONS WHICH ARE ACQUIRED BY THE INSURED OR USED TEMPORARILY BY THE INSURED

# 7 PREMIUM ADJUSTMENT CLAUSE 100.853000

FOR THE PURPOSE OF PREMIUM COMPUTATION, THIS POLICY HAS BEEN INITIALLY COMPUTED ON VALUES OF \$5,000,000 OO (BEING \$65,000,000 OO ON REAL AND PERSONAL
PROPERTY AND \$20,000,000 OO ON EARNINGS AND EXPENSES) BASED ON AN ANNUAL RATE
OF \$ 0958 PER \$100 OO

PAGE 1

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# 8 C'NCFLIATION CLAUSE

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IF THE COMPANY C ACELS THIS POLICY FOR HOT-PAYWEAR OF PRIMIUM, THE TIME REQUIRED FOR CANCELLATION STALL BE FIVE (5) DAYS

# 9 SUBROGATION WAIVER CLAUSE

THIS INSURANCE SHALL NOT BE PREJUDICED BY ACREAN IN MEDE BY THE INSURED RELEASING OR MAINING THE INSURED'S RIGHT OF RECOVERY ACADMST THIRD PARTIES RESPONSIBLE FOR THE LOSS, UNDER THE FOLLOWING CIRCUMSTANCES OF MEDICAL PROPERTY ACADMS THE FOLLOWING CIRCUMSTANCES OF MEDICAL PROPERTY ACADMS THE FOLLOWING CIRCUMSTANCES OF MEDICAL PROPERTY ACADMS THE FOLLOWING CIRCUMSTANCES OF MEDICAL PROPERTY ACADMS THE FOLLOWING CIRCUMSTANCES OF MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACADMS THE MEDICAL PROPERTY ACA

- A IF MADE BEFORE OCCURRENCE OR LOSS, SUCH AGREDIENT LAY RUN IN FAVOR OF ANY THIRD PARTY
- B IF MADE AFTER OCCURRENCE OF LOSS, SUCH AGREE TO LAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS
  - (1) A THIRD PARTY INSURED UNDER THIS POLICY
  - (2) A CORPORATION, FIRM OR ENTITY (a) O NOTO OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETORY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED
- C ANY E'PLOYEE, OFFICER OR DIRECTOR OF THE II SURED
- D ANY TENAIT OR LANDLORD OF THE INSURED

## 10 ERROR IN NAME CLAUSE

ANY ERROR IN THE NAME OR TITLE OF THE INSURED SHALL NOT PREJUDICE THIS INSURANCE

#### 11 ERROR IN DESCRIPTION CLAUSE

THIS INSURANCE SHALL NOT BE PREJUDICED BY ANY ERROR IN STATING THE NAME, NUMBER, STREET OR DESCRIPTION OF ANY LOCATION OR PREMISES DESCRIBED HEREUNDER

#### LO CITCY LOT 3

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B LIMITS OF LIABILITY

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" 1_RE IS 40 | IABILITY U'' FR THIS POLICY FOR LOSS OF OR D' 4GE TO

- 1 L. D. TPEFS, STRUBS, PLANTS, GROVI G CROPS, OR NIMALS,
- 2 ACCOUNTS, BILLS, CURRENCY, DEFDS EVIDENC S OF DEBT OR TITLE, MONEY, NOTES, SECURITIES
- 3 VTHICLLS LICE SED OR DESIG TO PRINCIPALLY FOR HIGHMAY USE, AIRCRAFT MATRICRAFT OFFICE MOTOR SCOOFERS AND OFFICE SINILAR VEHICLLS
- FURS OR FUR TRIBED GARMANS, JEWELS AND JT TERY INCLUDING PRECIOUS AND SEMI-PRECIOUS STOVES, VATCHES AND ATCH DAVE THIS, GOLD, SILVER, PLATINUM OR OF THE PRECIOUS ALLOYS OR METALS IN SOLID, DUST OR LIQUID FORM
- D FRILS INSUR_D ACAI 'ST

Z/CEPT AS YERLI AFTER EXCLUDED THIS POLICY INSURES AGAINST ALL RISK OF DIRFCT PHYSICAL LOSS OF OR DAMAGE TO THE PROPERTY INSURED

E PERILS FACLUDED

THERE IS NO LIABILITY FOR LOSS OR DAMAGE

DIRECTLY OR INDIRECTLY BY (A) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR MAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES, OR (2) BY MILITARY, NAVAL OR AIR FORCES, OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER AUTHORITY OR FORCES, IT EDING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY MEAPON OF MAR EMPLOYING MUCL AR FISSION OR FUSION SHALL BE COMPLUSIVELY PRESUMED

- UCT R CL-USE THE FORD FIRE IN THIS GLIY OR FIDERS THE APP CIDE WIR TO IS NOT INTEDED TO A DIDDES OF RACE JOLLAR RECTION OR UCLEAR RADIATION OR REDIDECTIVE CO 7/ I 101, ALL RETPER (ONLFOLLED OR JNCO TOTAL AND LOSS BY "UCLEAR RIAC IO 1 OR UCLEAR RADIATIO 1 OR PADIO 1/CTIVE CONTAIN THE TOTAL IS OF INTEDED OR SELVE THIS POLICY OR SAID FROM THE FROM THE OR SELVE TO THE CRIMBLECT, FROM THE OR REMOTE OR SELVE TO THE PART OF JURED OR SELVE TO THE AGAINST BY THIS POLICY OR SAID FROM THE OR THE TOTAL OR THE TOTAL OR SUBJECT TO THE RESULT GROW MUCLEAR REACTION OR REDICAL TO THE TRESULT GROW MUCLEAR REACTION OR REDICAL CONTAINST BY THIS POLICY
- TROM MYSTERIOUS DISAPPEARANCE OF PROPERTY OR SHORTAGE OF PROPERTY DIS-CLOSED ON TAKING INVENTORY
  - 'MY FRAUDULENT, DISPONENT OR CRIMINAL ACT D. WE BY OR AT THE I STIGATION OF ANY INSURED, PARTMER OR JOINT VE TURE IN OR OF ANY INSURED, AN OFFICER, DIRLCTOR OR TRUSTEE OF ANY INSURED, PILFERACE, APPROPRIATION OR CONCLAIMENT OF ANY PROPERTY COVERED DUE TO ANY TRAUDULENT, DISPONENT OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHER VISE, OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED, OTHER THAN ANY CARRIER OR OTHER BAILEE FOR HIRE
  - 5 TO MACHINERY AND EQUIPMENT CAUSED BY MCCHANICAL BREAKDOWN WITHIN SUCH MACHINERY OR EQUIPMENT
  - CAUSLD BY OR RESULTING FROM EXPLOSION, RUPTURE, BURSTING, CRACKING,
    BURNI'G OR BULGING OF STEAM BOILERS, PRESSIZE VESSELS OR THE PIPING OR
    APPARATUS ATTACHED THER TO NOWEVER THIS EXCLUSION SHALL NOT EXCLUDE LOSS
    PROULTING FROM THE EXPLOSION OF ACCUMULATED CASES OR UNCONSUMED FUEL
    VITHIN THE FIREBOX (OR COMBUSTION CHAPBER) OF ANY FIRED VESSEL OR VITHIN
    THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMPUSTION THEREFROM
  - TO LLECTRICAL APPLIANCES, DEVICES, OR WIRING OF ANY KIND CAUSED BY LLECTRICAL CURRENTS ARTIFICIALLY GENERATED WHICH RESULT IN SUDDEN AND ACCIDENTAL INJURY TO SUCH ELECTRICAL APPIDATIONS, DEVICES OR VIRING, UNLESS A PERIL NOT OTHERWISE EXCLUDED LINSUES, AND THEN ONLY FOR LOSS OR DAMAGE CAUSED BY THE E SUING PERIL
  - 8 (A) CAUSED BY ERRORS IN DESIGN, POOR WORKMANSHIP, OR USE OF FAULTY MATERIALS, IN THE DEVELOPMENT, PROCESSING OR MANUFACTURE OF THE INSURED'S PRODUCTS, OR LOSS ATTRIBUTABLE TO MANUFACTURING OR PROCESSING OPERATIONS WHICH RESULT IN DAMAGE TO STOCK OR MATERIALS WHILE SUCH STOCK OR MATERIALS ARE BEING PROCESSED, MANUFACTURED, OR OTHERWISE BEING WORKED UPON,
    - (B) TO BUILDINGS AND STRUCTURES UNDER CONSTRUCTION RESULTING FROM THE COST OF MAKING GOOD ANY FAULTY WORKMANSHIP, MATERIAL, CONSTRUCTION OR DESIGN BUT THIS EXCLUSION SHALL NOT BE DEEMED TO EXCLUDE LOSS OR DAMAGE ARISING AS A CONSEQUENCE OF FAULTY WORKMANSHIP, MATERIAL, CONSTRUCTION OR DESIGN

- 11 (15 D by L"LI'G, CR CVI C, STRI KI G, BJICI G, CR TXP SION OF PAVEATS, OF D RIO S, ALLS, ALGONS OR CTITIOS OF FISHER TRANSPORT OF DE PROSE OF DED PROSES, IN TARGET AS POLICY STALL (CV R ) I ( T ) SUI G LOSS
- 12 C4 D BY LOOD MATTR, MAVES, TIDE OR FIDAL MALER, OR BY THE RISING,
   OV_R LO I G, OR ETEMYING OF BOUNDARIES OF A TURAL OR MAI -MADE BODILS OF
   MATER, OR BY SPRAY TROM ANY OF THE FOREGOING
- 13 C USED BY ELATICISATE, INNOTITE, SUESIDENCE OR OTHER EARTH NOW TYT
- LUSS OR DAIACE C USED BY OR RESULTE G FROM ANY FRAUDULE TO SCHIE, TRICK, DEVICE, OR FALSE PROTEST PRACTICED JPON THE INSURED OR UPON ANY PERSON(S) TO 1701 THE PROPERTY MAY BE ENTRUSTED
- AFR EFLOITHE SURFICE OF THE GROUD INCLUDI G THAT THICH TXERTS PRESTHE OI OR FIDIS, SFEPS, OR LEAKS INHOUGH SIDE MAKS, DRIVE MAYS, FOU DATIONS,
  MAILS, LASEITHUS OR OTHER FLOORS, OR THROUGH DOORS, WI DOWS OR ANY OTHER
  OTH I GS II SUCH SIDE MAKS, DRIVEMAYS, FOUNDATIONS, WALLS OR FLOORS
- LOSS OR D MAGE CAUGED BY EXPOSURE TO PAIN, SLEET, MAIL, SHOW OR VEATHRING MAIR OFFI IN THE OFFI
- 17 O CASIO ED BY F FORC NO OF ANY LOCAL OR STATE OF DILACE OR LAW REGULATING FEE COLSTRUCTION, REPAIR, DE POLITION OF BUILDINGS OR STRUCTURES

# F GE TRAL CO DITIO S

- I VALUATION JULSO OFFRIESE THOORSED IFRESI, ADJUSTMENT OF LOSS UIDER THIS POLICY SHALL BE DETER I TO AS FOLLOSS
  - (A) RA STOCK, SUPPLIES AND OTHIR AFRCHANDISE NOT MANUFACTURED BY THE INSURED, THE REPLACEMENT COST,
  - (B) STOCK IN TROCESS, THE VALUE OF RAW STOCK AND LABOR EXPENDED, PLUS THE PROPER PROPORTION OF OVERHEAD CHARGES,
  - (C) FINISHED STOCK HANUFACTURED BY THE INSURED, THE REGULAR CASH SELIII G PRICE LESS ALL DISCOUNTS AND CHARGES TO WHICH SUCH FINISHED STOCK WOULD HAVE BEEN SUBJECT HAD NO LOSS OCCURRED,
  - (D) IMPROVEMENTS AND BETTEPHINTS TO REAL PROPERTY MADE BY OR ACQUIRED BY THE INSURED SHALL BE CONSIDERED THE ASSURED'S EXCLUSIVE PROPERTY AND THE LOSS ADJUSTMENTS UNDER THIS POLICY SHALL BE MADE AND ADMITTED ACCORDINGLY, IPRESPECTIVE OF CLAIM OR LOSS PAYMENT UNDER

TIATILITY FOR TOUS OR IN MAGE ON DIA, DITA STORY OF DEVICES, AND PRODUCTES FOR LECTRONIC AD LICETO-IT EAUTCAL DATA-PROCESSING AND PRODUCTION EQUIPANT IS LITED TO THE COST OF REPRODUCING SUCH MADIA, DATA STORAGE DEVICES, AND PRODUCING SUCH PROMORIGITALS OF THE PROVICUS GLOVATION OF THE DATA

- (F) IT IS UNDERSTOOD AND AGREED FIAL ALL AND FERSONAL FROM RIY
  I SURED BY THIS POLICY, OTHER TEAM OF ROUTDIND FOR BY F 1 A, B,
  C, D, AND F, ABOVE, SHALL BE INSURED FOR THE COST, AS OF THE DATE
  OF LOSS, OF REPLACEMENT OF THE DILAGED OR DESTROYED PROPERTY IN A
  NEW CONDITION WITH MATERIALS OF LIKE SIZE, KIND AND QUALITY, ALL
  SUBJECT TO THE FOLLOWING CONDITIONS
  - (1) IF TROPERTY DAMAGED OR DESTROYED IS USELESS TO THE INSURED OR IS NOT REPAIRED, REBUILT OR REPLACED ON THE SAME OR ANOTHER SITE WITHIN A REASONABLE TIME AFTER THE LOSS OR DAMAGE, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN THE ACTUAL CASH VALUE (ASCERTAINED WITH PROPER DEDUCTION FOR DEPPTICIATION) OF THE PROPERTY DESTROYED
  - (2) THE TOTAL LIABILITY OF THIS COMPANY UNDER THIS POLICY FOR LOSS TO PROPERTY INCLUDED UNDER THIS EXDERSEMENT SHALL NOT EXCEED THE SMALLEST OF THE FOLLO ING
    - (a) THE COST TO REPAIR, OR
    - (b) THE COST TO REBUILD OR REPLACE, ALL AS OF THE DATE OF LOSS, ON THE SAME SITE, WITH NEW PATERIALS OF LIKE SIZE, KIND AND QUALITY, OR
    - (c) THE ACTUAL FXPINDITURE INCURRED IN REBUILDING, REPAIRING OR REPLACING ON THE S-AF OR ANOTHER SITE
  - (3) THIS CO'PAVY SHALL NOT BE LIABLE FOR ANY INCREASED COST OR REPAIR OR RECONSTRUCTION BY REASON OF A 4Y ORDIVA CE OR LAW REGULATING CONSTRUCTION OR REPAIR
- 2 RFMOVAL OF DEBRIS IN THE EVENT OF LOSS OR DAMAGE BY A PERIL INSURED AGAINST AND NOT EXCLUDED IN THIS POLICY, THIS INSURANCE SHALL ALSO PAY THE COST OF REMOVAL OF MATERIAL AND DEBRIS IF SUCH MATERIAL AND DEBRIS IS AN INSURED PART OF THE PROPERTY COVERED, INCLUDING THE COST OF REMOVAL OR DEMOLITION OF ANY PORTION OF THE INSURED PROPERTY NO LONGER USEFUL FOR THE PURPOSE FOR WHICH IT WAS INTENDED THIS EXTENSION SHALL NOT BE CONSIDERED AS ADDITIONAL INSURANCE AND IS SUBJECT TO THE LIMITS OF LIABILITY STATED IN THIS POLICY
- 3 OTHER INSURANCE THIS POLICY IS FOR ITS PRO-RATA SHARE OF THE PRIMARY INSURANCE NO RESTRICTION APPLIES TO ANY EXCESS INSURANCE, REGARDLESS OF FORM OF AMOUNT

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TOTICY S L T S L TO A C (IL VOL CTUCE LA VIDIA GARLA (IL VIDIA)

- 6 THIS DO RENTED TO ISSION CHATTO (A) FOR SUCH USE OF ROLITED RICH OF ROLITED RICH OF ROLITED RICH OF ROLITED RICH OF ROLITED RICH OF ROLITED RICH OF ROLITERING (TO DESCRIPTION OF ROLITERIAL OF THE BUSINESS OF THE BUSINESS OF THE BUSINESS OF THE ROLL OF BE AFFECT DOR PRODUCED BY TO COURT OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF ROLL OF RO
- THE PREMIUM CHARGED, THIS
  INSURANCE COVERS INSUPED'S LIVELITY FOR FIRE DEPURTMENT CHARGES WHERE
  A REPORTION OR TOTAL TO PUBLIC OR PRIVATE FIRE DEPARTMENT IS CALLED
  TOURS OF A FIRE IN, ON, OR FXPCSING ONLY SUCH PROPERTY COVERED HERETOTALS AY DETOCAL DON THE PRIMISES DESCRIBED AFREIN
- 8 I V TURY OR APPRAISAL CLAUSE IT IS UNDERSTOOD A D AGREED THAT INC SE OF LOSS OR DA CE COVERED US OF THIS POLICY, AND THE INSURED IS REQUIRED TO OUT IT AT PERAISAL OR INVENTORY, THIS POLICY IS EXTEDED TO COVER THE KIES OF SUCH APPRAISAL OR INVENTORY FOR AT A OUNT FOR TO EXCLED \$30,000 00
- 9 C'L'OG A ID TOVTRIES CLAUSE WITH IN CONNECTION WITH ANY LOSS WHICH THAS ETT! PAID UNDER THIS POTICY A TO A DEDUCTIBLE WAS CONSIDERED IN THE PAY IT, A D SAIVAGE OR RECOVERY IS RECEIVED SUBSEQUENT TO THE PAYMENT OF SUCH 1088, THE LOSS STALL PE REFIGURED ON THE BASIS ON WHICH IT MOULD THE TILL SETTITE HAD THE A OUNT OF CALVACE OR RECOVERY EEFH KNOWN AT THE TILL OF 1088 MAS ORIGINALLY D TERMS TO ANY AMOUNTS THUS FOUND TO BE DUE EIT IR THE INSURED OR THE CONTANY TROM THE OTHER SHALL BE PAID PROMPTLY
- PROTOCTIVE VAI ITNANCE IT IS PRANTED THAT THE INSURED SHALL MAINTAIN IN CORPTE PORKING ORDER SUCH PROTECTIVE SISTEMS AND WARNING DEVICES AS EXISTED AT THE OF ATTACH ENT OF THIS POLICY, OR WHICH THE INSURED HAS AGREED TO I STAIL, HISCAR AS IT IS UNDER THE INSURED'S CONTROL OR SUPERVISION, AND LAT NO CHAIGE STALL BE MADE IN THE SAID PROTECTIVE SYSTEMS AND AR ING DEVICES WITHOUT THE CO SENT IN WRITING OF THIS COMPANY
- LIBTRALIZATION CLAUSE IF AFTER ISSUANCE OF THIS POLICY AND BEFORE ITS CAPIRATION, THERE BE ADOPTED AND PUBLISHED FOR USE IN THIS STATE BY THE FIRE INSURANCE RATING ORGANIZATION OF WHICH THIS COMPANY IS EITHER A MENGER OR SUBSCRIBER, ANY FORMS, ENDORSEMENTS OR RULES BY WHICH THIS INSURANCE COULD BE EXTENDED OR BROADENED WITHOUT ADDITIONAL PREMIUM CHARGE, BY ENDORSEMENT OR SUBSTITUTION OF FORM, THEN, AS TO LOSS OCCURRING AFTER THE EFFECTIVE DATE OF SUCH ADOPTION AND PUBLICATION, SUCH EXTENDED OR BROADFIED INSURANCE SHALL INSURE TO THE BENEFIT OF THE INSURED HEREUNDER AS IFOUGH SUCH ENDORSLIENT OR SUBSTITUTION OF FORM HAD BEEN MADE

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# F L O D D I I S U R A I C E T I D D R S _ Y Z I T

- 1 COVERAGE IS OF ALL PROPERTY AS DESCRIBED IN PROPERTY DESCRIPTION OF THE INTERPRETATION - 2 HIDDO IS DENIND OR THIS COMPANDE AS LOSS OR DULKG ON 15th BY FLOOD NEEDS, WAS, WAS, IDE OR TIVAL MIER, OR BY THE RIGING, OVERTED UP, OR TE KI G OF EOU DERIES OF TURAL OR WAS LODIES OF WATER, OR BY LORY FROM MY OF THE ORECOING
- 3 THIS COVERY STATE AD LIABLE UPDER THIS FUNDAMENT IN THE A LOSS EVER DS
  THE DEDUCTION AND OF SECO,000 OO IN ANY OUR OCCUP E DE VID THEN OVEY
  FOR THE EVEROS THEREOF
- 4 ANY LOSS HEREU TOFR SMALL NOT REDUCE THE AMOUNT OF THIS POLICY, EXCEPT FMAT THIS COLORARY SMALL NOT BE TILBLE U TOTA PHIS POLICY FOR MOPE THAN ITS PRO-RAMA SLARE OF \$1,500,000 OO AGGREGATE LOSS IN ANY ONE POLICY YER

## TRANSIT ENDORSEMENT

THIS POLICY IS EAFENDED TO COVER ITS PROPORTION OF AN AMOUNT NOT TO EYCEED \$150,000 OO ANY ONE LOSS ON PROPERTY IN TRANSIT ANYWHERE WITHIN THE UNITED STATES AND CANADA AND NOTWITHSTANDING THE PERILS INSURED HEREUNDER, PROPERTY IN TRANSIT IS INSURED FOR ALL RISKS OF DIRECT PHYSICAL LOSS EACLUDING, HOWEVER, LOSS OR DAMAGE CAUSED BY THE FOLLOWING

- 1 UNEXPLAINED OR MYSTERIOUS DIGAPPEARAN OF PROPERTY (EXCIPT PROPERTY IN THE CUSTODY OF CARRIERS FOR HIRE), OR SHORTAGE OF PROPERTY DISCLOSED ON TAKING INVENTORY
- 2 DELAY, LOSS OF MARKET, INTERRUPTION OF BUSINESS, NOR COMSEQUENTIAL LOSS OF ANY NATURE,
- ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT DONE BY OR AT THE INSTIGATION OF ANY INSURED, PARTNER OR JOINT VENTURER IN OR OF ANY INSURED, AN OFFICER, DIRECTOR OR TRUSTEE OF ANY INSURED, PILFERAGE, APPROPRIATION OF CONCEALMENT OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHERWISE, OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED, OTHER THAN ANY CARRIER FOR HIRE
- TO IMPORT AND/OR INCOMING INTERCOASTAL WATER SHIPMENTS UNTIL AFTER DISCHARGE FROM OCEAN-GOING VESSELS AND UNTIL AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS CEASED.
- TO EXPORT AND/OR OUTGOING INTERCOASTAL WATER SHIPMENTS AFTER PLACED ON BOARD OCEAN-GOING VESSELS OR AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS COMMENCED WHICHEVER OCCURS FIRST

# FARTIQJAKE INSURANCE PNDORS 4 17 N P

OI ALL PROPERTY OF EVERY KIND OD DESCRIPTION PER PROPERTY DATE FORM, AND EXAMINES ON EXECUTED

- THIS POLICY, SURJECT TO ALL THE PROVISIONS SET FORTH IN THIS TORM, AND SUBJECT IN ALL OTHER RESIECTS TO ALL THE TERMS, COIDITIONS, AND PROVISIONS OF THIS POLICY II CLUDING THE STIPULATIONS AND ENDORSE THIS ATTACHED THEREFTO LOT IN CO FLICT HEREVITH COVERS DIRECT LOSS BY EARTHQUAKE ONLY, AND TOR THE PURPOSE OF THIS FINTIRE POLICY THE WORD LERTHQUAKE' SHALL BE SUBSTITUTED FOR THE ORD FIRE WHEREVER APPEARING IN THIS POLICY AND ITS STIPULATIONS AND ENDORSEMENTS OTHER THAN THIS FORM
- 2 D'DUCTIBLE CLAJSE IN THE EVENT OF SUCH LOSS OR DAMAGE DIRECTLY CAUSED BY
  LARTHQUAKE, THIS POLICY ONLY TO BE LIABLE FOR THE AMOUNT BY WHICH SUCH LOSS
  OR DAMAGE DURING ANY ONE-PERIOD OF SEVENTY TWO (72) CONSECUTIVE HOURS EXCEEDS 15
  MAJORICH TOCS CLAVER TOCS CLAVER TO THE TOCS CLAVER TOCS OF THE TOCS CLAVER TOCS OF THE TOCS CLAVER TOCS OF THE TOCS CLAVER TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF THE TOCS OF TH
  - 3 SINGLE LOSS CLAUSE EACH LOSS BY EARTHQUAKE SHALL CONSTITUTE A SINGLE CLAIM HERDURDER, PROVIDED, IF MORE THAN ONE EARTHQUAKE SHOCK SHALL OCCUR WITHIN ANY PERIOD OF SEVENTY-TWO HOURS DURING THE TERM OF THIS POLICY, SUCH EARTHQUAKE SHOCKS SHALL BE DEEMED TO BE A SINGLE EARTHQUAKE WITHIN THE MEANING HEREOF THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN EARTHQUAKE SHOCK OCCURRING BEFORE THE EFFECTIVE DATE AND TIME OF THIS POLICY, NOR FOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY
  - 4 PERILS NOT INSTRED AGAINST
    - (A) IN NO EVENT SHALL THIS COMPANY UIDER THIS ENDORSEMENT BE LIABLE FOR ANY LOSS CAUSED DIRECTLY OR INDIRECTLY BY FIRE, EXPLOSION, OR FLOOD OF ANY NATURE, OR BY TIDAL WAVE, WHETHER THE SAME BE CAUSED BY OR BE ATTRIBUTABLE TO EARTHQUAKE OR OTHERWISE
    - (B) (NUCLEAR EXCLUSION) LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL VHITTER CONTROLLED OR UNCONTROLLED, IS NOT INSURED ACAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY EART QUAKE
  - 5 ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY EXCEPT THAT THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORE THAT ITS PRO-RATA SHARE OF \$1,500,000 OO AGGREGATE LOSS IN ANY ONE POLICY YEAR

# SCH DJIF OF LOCATIONS

# CLLIFOR IA

- 15/22 AID REAR SOUTH BROAD IAY, GARDENA, CALIFORNIA
- 2 16815 SOUTH EROADWAY, GARDENA, CAILFORNIA
- 1/809 SOUTH BROAD JAY, GARDENA, CAT IFORNIA 3
- 4 1/905 SOJTH EROADWAY, GARDENA, CAIIFORNIA
- 5 1/925-18001 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 6 18020 AND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
- 18025-37 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 15343 FROCTOR AVENUE, CITY OF INDUSTRY, CALIFORNIA
  - 177/6 17 76 17770-17980 ROVLAND AVENUE, CITY OF INDUSTRY, CALIFORNIA

# out 10. 7110 FERWICK LANE, WESTMINSTER, CALIFORNIA

- 18915 LAUREL PARK ROAD, CARSON, CALIFORNIA 11
- 1480 BONVIEW STREET, ONTARIO, CALIFORNIA 12
- 3321 AIRPORT ROAD, SACRAMENTO, CALIFOR NIA 13
- 14 3019 EAST HARCOURT, COMPTON, CALIFORNIA
- 3028 EAST LAS FIRMANAS, COMPTON, CALIFORNIA
- Broadway, Gardena Ca ARIZONA
- 1346 WEST BROAD 'AY A'D 219-263 MULBERRY, MESA, ARIZONA (2 Bldgs)

#### OREGON

- ROUTE 1, AURORA, OREGON
- 7914 S.E. 82ND-STREET, PORTLAND, O'EGON

#### **VASHINGTON**

- 2000 VANCOUVER WAY, VANCOUVER, WASHINGTON
- Route 1, Tonasket, Okanagan Cty, Wash

18 9146 Oleve Dr

Spring Valley Ca 19 17140 5 Kingoton St Carson Ca

PAGE 1

## IDAHO

1 FRANKLIN AND EACLE ROAD, MERIDIAN, IDAHO

2 12 15TH AVENUE SOUTH, "AMPA, ID"HO

# COLORADO

1 6935 6945 FEDERAL BOULEVARD, DENVFR, COLORADO

#### KANSAS

520 So Parton

- 1 NEWTON INDUSTRIAL PARK, NEWTON, KANSAS
- 2 W S OF OSWEGO, OFF OF HIGHWAY 94, OSWEGO, KANSAS
- 3 HIGHWAY 59, CHETOPA, KAI SAS

# TEXAS

- 1 1500 NORTH SERVICE ROAD, MIDLOTHIAN, TEXAS
- 2 612 BURLINGTON, SAGINAW, TEXAS

# INDIANA

- 1 2040 AND REAR, INDUSTRIAL PARKWAY, DLYHART, INDIANA
- 2 2040 TOLEDO ROAD, ELKHART, INDIANA
- 3. 2520 INDUSTRIAL PARKWAY, ELKTART, INDIANA
- 4 ONE WARD STREET, WAKARUSA, I VDIANA

## PENNSYLVANIA

1 431-481 HARRISBURG AVENUF, LANCASTER, PENNSYLVANIA

2 304 & main St, Bareville, Pa

# A LA BAMA

1 U S HICHVAY 72, TUSCUMBIA, ALABAMA

## NORTH CAROLINA

1 303 FREEWAY DRIVE, REIDSVILLE, NORTH CAROLINA

# CFORGIA

1 SOUTH GATE INDUSTRIAL PARK, DOUGLAS, GEORGIA

2 WASHINGTON STREET, FITZGERALD, GEORGIA
3 Dougle Jak & C
FLORIDA

1 I-4 AND KENSINGER ROAD, LAKELAND, FLORIDA

# MINNESOTA

1 2104 N BROADWAY, NEW ULM, MINNESOTA

## WISCONSIN

1 HIGHWAY 61 NORTH, LANCASTER, WISCONSIN

Concles Drave Out Jackson, Tw

Arkansas 1- 1001 Colonel Dlenn Rd, Lettle Rock, ak ALL PPOPTRTY , LI RISKS

If IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS LD I DIREDS

ALAN MARCUS C/O MARCUS EROTHFRS 1950 WEST EIGHTH STRLET HIALEAH, FLORIDA 33010 AS RESPECTS BUILDING SITUATF

3028 EAST LAS HERIMINES COMPTON, CALIFOR IA (LOCATION 15)

JERRY RAPPORT 3250 ABALONE LAGUNA NIGUFL, CALIFORNIA AS RESPECTS BUILDING SITUATE

3019 HARCOURT COMPTON, CALIFORNIA (LOCATION 14)

THE MANUFACTURERS LIFE INSURANCE COMPANY OF TORON TO, CANADA AND THE ALISON COMPANY, AS THEIR INTERESTS MAY APPEAR C/O THE ALISON COMPANY 2091 SAN JOAQUIN HILLS ROAD NEWPORT BEACH, CALIFORNIA 92660 PROPERTY MANAGEMENT ATTENTION AS RESPECTS BJILDING SITUATE

18915 LAURTL PARK ROAD CARSON, CILIFORNIA (LOCATION 11)

HE EFFECTIVE DATE OF THIS ENDORSEMENT IS

AUGUST 1, 1976

AT LOS A VGELES, CALIFORNIA

LL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED POLTCY
HIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO

SIM 30204

SSUED TO

DDREGS

ELIXIR INDUSTRIES, INC ET AL

BROKER/AGENT

WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE

LOS ANGELES, CALIFORNIA 90005

DATE OF ISSUE

9/29/76

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TE TRUDENTIAT THOUGH OF COMEINY OF FUTRICA HEUPANCE LLCTION, REAT ESTATE HIS SERVICE P O FOX 2314, TEP I AL AN TX 103 Archirs, CALIFOR TA 90051 10AN NO 2-2164,67 AS RESPECTS FULLDING SITUATE

3019 EAST J A WAT CO IPTON, CALITUR NIA (LOCATION 14)

IT IS HERFBY UNDERSTOOD AND AGREED THAT THIS COMPANY WILL GIVE AT LEAST TEN (10) DAYS PRIOR NOTICE OF ANY LAFTRIAL C 4 GE IN, CR (4) CTILALION OF, THE COVERAGE PROVIDED BY THIS POLICY, TO THE PRUDLATIAL ITSURANCE CC PANY OF LIRICA, TIR INAL A TIX BOX 2314, LOS A CILES, CATTOR IA 90054

FARILRS MERCHANT BANK MAN MINTESOTA 56073 APTEVITION MR GEORGE VOLV AS RESPFCIS BUILDING SITUATE

2104 N BRO D'AY NOW JLM, MIRTCOTA

U ION STATE BANK LANCASTER, WISCO SIN 53813 ATLENTION MR W R SOWNE PERG AS RESPECTS BUILDING SITUATE

HWY 61 ORTH LAICASTER, ISCO SIN

FULTON NATIONAL BANK 8 PENN SQUARE LANCASTER, P. "SYLVA VIA 17602 AS RESPECTS BJIIDING SITUATE

431 431 PRRIDERRY AVE UE LANCASTER, PERNOYLVANIA (LOCATION 1)

CITY OF CHETOPA CFITOPA, Y' S4S 67336 AS RESPECTS BUILDING SITUATE

4ICT AY 59 CHOTOPA, KANDAS (LOCATION 3)

AUCJST 1, 1976

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED POI TCY
This endorsement is attached to and made a part of Certificate No SIM 30204

ELIKIR INDUSTRIES, INC ET AL ISSUED TO

WILSFIRE INSURANCE AGENCY SROKER/AGENT 680 WILSHIRE PLACE

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

LOS AI GELES, CALIFORNIA 90005 ADDRESS

9/29/76 MAR By DATE OF ISSUE END NO (PAGE 1)

PACCALA & SHOOP I VSURANCE SERVICES

IOS 4 WILES, CALIFORNIA

FILZ CRAID FADER L SAVILGS AND LOAT / SOCIATION P O BOX 36

301 AFSI CENTRAL AVELUE
FITZGERALD, GEORGIA 31750
AS RESPECTS BUILDING SITUATE

'ASHINGTO! SECTET FIT/GFR/LD, GECRCIA (LOCAFION 2)

CFTTRAL BATKHOUSE OF THE SOUTH, INC P O BOX 10566
BIRMINGRAM, ALABAMA 35296
AS RESPECTS BUILDING & EQUIPY OF SITUATE

U S HIGT'AY OZ ALT FJSCJ' BIA, ALABA' A (LOCATION 1)

Fulten Bank
P.O. Box 1199,
Lancoster, Pa. 17604
45 pospects Building
51 tueso.

304- E. Hamstroot, Both VIlle, Beansylvana

he effective date of this endorsely ent is

AJGJST 1, 1976

AT LOS ANGDIFS, CALIFOR IA

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POI TOY
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF GERTIFICATE NO

SIM 30204

ISSUED TO ELIXIR INDUSTRIES, INC ET AL

WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE

LOS ANGELES, CALIFORNIA 90005

DATE OF ISSUE 9/29/76 BY MAR END NO 2 (PAGE 2)

FACCALA & SHOOP II SURA CO SURVICES

RH ED NU A

SROKER/AGENT

-DDRESS

YIND

IT IS HEREBY UNDERSTOOD AND AGREED THE FOLLOWING LOCATION IS ADDED TO COVERAGE AFFORDED BY THIS POLICY

1

3020 EAST LAS HERMA 'ES COMPTON, CALIFORNIA

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AUGUST 1, 1976 AT LOS ANGELES, CALIFORNIA LLL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

HIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF CENTIFICATENTS. POLICY NO SIM 30204

OT dauz

ELIXIR INDUSTRIES, INC , ET AL

3ROKER/AGENT

WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE

\DDRESS

LOS ANGELES, CALIFORNIA 90005

ATE OF ISSUE

10/19/76

BY MAR

END NO

IN CONSIDERATION OF THE PREMIUM TO BE DETERMINED AT AUDIT IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING LOCATION IS HEREBY ADDED

# CALIFORNIA

17 18026 SOUTH BROADWAY
GARDENA CALIFORNIA

ok 1/24/17

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS DECEMBER 10 1976
ALL-OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

AT LOS ANGELES CALIFORNIA

ISSUED TO ELIXIR INDUSTRIES INC ET AL

BROKER/AGENT WILSHIRE INSURANCE AGENCY -

680 WILSHIRE PLACE

LOS ANGELES CALIFORNIA 90005

DATE OF ISSUE 7/13/77 BY YL END NO 4

JUL 2 6 1977
BACCALA & SHOOP INSURANCE SERVICES

	۴	•

IN CONSIDERATION OF THE PREMIUM TO BE DETERMINED AT AUDIT IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING LOCATIONS ARE HEREBY ADDED

CALIFORNIA 9146 OLIVE DRIVE SPRING VALLEY

WASHINGTON

ROUTE #1 TONASKET OKANAGAN COUNTY

PENNSYLVANIA

304 E MAIN STREET

ARKANSAS -1001- COLONEL GLENN ROAD LITTLE ROCK

TIT IS FURTHER UNDERSTOOD AND AGREED THAT THE FOLLOWING LOCATIONS ARE AMENDED AS SHOWN

CALIFORNIA 13 3321-3343 AIRPORT ROAD SACRAMENTO

KANSAS 520 S PAXTON NEWTON INDUSTRIAL PARK NEWTON

IT IS FURTHER AGREED THAT THE FOLLOWING ARE ADDED AS RESPECTS TO PENNSYLVANIA LOCATION NO 2

ADDITIONAL INSURED LANCASTER INDUSTRIAL DEVELOPMENT AUTHORITY AS THEIR INTEREST MAY APPEAR

FULTON BANK (PER FORM 438BFUNS) LOSS PAYEE ON P O BOX 1199 LANCASTER PENNSYLVANIA 17604 BUILDING

JANUARY 4

LOS ANGELES CALIFORNIA

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

ELIXIR INDUSTRIES INC ET AL ISSUED TO

WILSHIRE INSURANCE AGENCY BROKER/AGENT 680 WILSHIRE PLACE

LOS ANGELES CALIF 90005 ADDRESS

7/13/77 ΥL END NO DATE OF ISSUE

JUL 26 1977

IN CONSIDERATION OF THE PREMIUM TO BE DETERMINED AT AUDIT IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING LOCATIONS IS HEREBY ADDED

TENNESSEE

1 PLANT PREMISES OF CONALCO, CONALCO DRIVE, JACKSON TENNESSEE (STORAGE ONLY)

6

Of the our order of 1/4/77 but

Lee Foresty to 14 me 7/17

The Elixir Las Are reservable restrict

Are - Of SOMS Clush Stephen

MISARUSAR ME

KOTO 1/26/17

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS JANUARY 4 1977

AT LOS ANGELES CALIFORNIA

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

INCUED TO ELIXIR INDUSTRIES INC ET AL

BROKER/AGENT WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE

Address LOS ANGELES CALIFORNIA 90005

DATE OF ISSUE 7/13/77 BY YL END NO

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING LOSS PAYEE IS HEREBY ADDED PER FORM 438BFUNS

BANKERS LIFE COMPANY 711 HIGH STREET DES MOINES IOVA 50307

## AS RESPECTS THE FOLLOWING LOCATIONS

## CALIFORNIA

- 1 15722 S BROADWAY
- 3 17809 S BROADWAY
- 4 17905 S BROADWAY
- 5 17925 S BROADVAY
- 7 18025 S BROADWAY ALL GARDENA CA
- 13 3321-3343 AIRPORT ROAD SACRAMENTO CA

#### OREGON

1 ROUTE 1 AURORA OREGON

#### INDIANA

1 2040 INDUSTRIAL PARKWAY

2 2040 TOLEDO AVENUE ALL IN ELKHART INDIANA

BK0126/17

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS FEBRUARY 1 1977

AT LOS ANGELES CALIFORNIA

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

ISSUED TO ELIXIR INDUSTRIES INC ET AL

BROKER/AGENT

WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE

ADDRESS LOS ANGELES

LOS ANGELES CALIFORNIA 90005

JUL 26 1977

DATE OF ISSUE

7/13/77

BY YL

END NO

7

## LENDER\ LOSS PAYABLE ENDORSEMENT

- 1 Loss or damage if any under this policy shall be paid to the Payee named on the first page of this policy its successors and assigns hereinafter referred to as the Lender in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity or otherwise or vested in a nominee or trustee of said Lender
- 2 The insurance under this policy or any rider or endorsement attached thereto as to the interest only of the Lend r its succes sors and assigns shall not be invalidated nor suspended (a) by any error omission or change respecting the ownership description possession or location of the subject of the insurance or the interest therein or the title thereto (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed (c) by any breach of warranty act, omission, neglect, or non-compliance with any of the provisions of this policy including any and all riders now or hereafter attached thereto by the named insured the borrower mortgagor trustor vendee owner tenant warehouseman cus todian occupant or by the agents of either or any of them or by the happening of any event permitted by them or either of them or their agents or which they failed to prevent whether occurring before or after the attachment of this endorsement or whether before or after a loss which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured excluding herefrom however any acts or omissions of the Lender while exercising active control and management of the property
- 3 In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy this Company agrees to give written notice to the Lender of such non payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor If the Lender shall decline to pay said premium or additional premium the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender
- 4 Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists this Company at its option may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured whether secured or unsecured (with refund of all interest not accrued) and this Company to the extent of such payment shall thereupon receive a full assignment and transfer without recourse of the debt and all rights and securities held as collateral thereto
- 5 If there be any other insurance upon the within described property this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by payable to and expressly consented to by the Lender Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim will subrogate this Company (pro rata with all other insurers con tributing to said payment) to all of the Lender's rights of contribution under said other insurance.
- 6 This Company reserves the right to cancel this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease
- 7 This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender —
- 8 Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property
- 9 All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy

Approved

Board of Fire Underwriters of the Pacific California Bankers Association
Committee on Insurance

Form 438BFU NS (Rev May 1 1942) x

Ę

IT IS HEREBY UNDE	RSTOOD AND AGREED THAT	•			
☐1 RATE	B INCEPT D	ATE	☐ 15 THE FOLL	NG IS NAMED AS AN ADDITIONAL INSURED	
☐ 2 PREMIUM ☐ 9 EXPIRATION DATE			☐ 16 ENDORSEM	ENT NO	
☐ 3 DEPOSIT PREMIUM ~☐ 10 NAME OF INSURED			☐ 17 MORTGAGE	E OR PAYEE	
☐4 INSTALLMENT	□ 11 ADDRESS OF	LOCATION OF PROPERTY	☐ 18 WARRANT	(	
□ 12 MAILING ADDRESS OF IN:		DRESS OF INSURED	CANCELLATIO	N	
☐ 6 AMOUNT ☐ 13 DESCRIPTIO		N OF PROPERTY COVERED	CERTIFICATE NO		
☐7 TERM ☐14 COVERAGE					
This insurance Extended certificate are only	tension Certificate extends your those indicated and such coverag	policy for the period shown es are subject to all the provisi	upon payment of pre ons of your policy and	mium indicated. The coverages included under this all endorsements thereto	
☐ IS CHANGED TO	READ AS FOLLOWS	☑ IS CHARGED FOR THE 8/1/76 TO 8/1/7		IS ADDED	
☐ IS CORRECTED T	O READ AS FOLLOWS	OTHER		AMOUNT OF INSURANCE IS DECREASED	
MADDITIONAL PREMIUM \$5,212 00 _ DIS AMENDED				AMOUNT OF INSURANCE IS INCREASED	
RETURN PREMI	JM \$ -	□ IS DELETED		AMOUNT REMAINS THE SAME	
R. W M	Q & LEASEHOLD AW STOCK ORK IN PROCESS ERCHANDISE LIISHED STOCK @ SALE PRICE	18,386,000 18,753,000 822,000 10,248 000 85 9,119,000			
	OTAL B, E & S NHUAL GROSS PROFIT	\$77,465,000 23,852,925			
T	OTAL	\$101,317 925			
	EPOSIT VALUES	85,000,000			
	UBJECT TO AUDIT DJUSTING RATE	\$16,317,925 0479 \$ 7,816	•		
	HIS COMPANY'S PARTIC DDITIONAL PREMIUM	\$ 5,212	# 1612 X		
	TENTPREMIUM \$ 5,212				
	QUENT INSTALLMENTS \$T		12 01 A M	0	
	f this endorsement is 8/1/76			Endorsement No8	
All other terms and	conditions remain unchanged. T	h s endo sement is attached to			
Date of Issue	AUGUST 22, 1977		Company SOUTHE	RN INSURANCE COMPANY	
Issued To <b>ELIX</b>	IR INDUSTRIES, INC	<b>11. FIL</b>	BACCALA & SHOC INSURANCE SERV Underwriting Manag	ICES	
		,	Ву	D G	

85 S 6

IT IS HEREBY UNDE	RSTOOD AND AGREE	D THAT				
☐1 RATE	☐ 8 INCEP	T/ DATE	☐ 15 THE FO	OLE NG IS NAMED AS AN ADDITIONAL INSURED		
2 PREMIUM	2 PREMIUM 9 EXPIRATION DATE			☐ 16 ENDORSEMENT NO		
☐3 DEPOSIT PREM	IUM 10 NAME	OF INSURED	☐ 17 MORTO	GAGEE OR PAYEE		
X 4 INSTALLMENT	□11 ADDR	ESS OF LOCATION OF PROPE	RTY 18 WARR	ANTY		
☐5 AUDIT	☐ 5 AUDIT ☐ 12 MAILING ADDRESS OF INSURED			CANCELLATION		
☐6 AMOUNT	☐ 13 DESC	RIPTION OF PROPERTY COVE	ERED CERTIFIC	ATE NO		
□7 TERM	□14 COVE	RAGE				
This insurance Ext	ension Certificate exten those indicated and such	ds your policy for the period s coverages are subject to all the p	shown upon payment o	of premium indicated. The coverages included under this y and all endorsements thereto.		
☐ IS CHANGED TO	READ AS FOLLOWS	X is charged for 8/1/77 TO 8		☐ IS ADDED		
☐ IS CORRECTED T	O READ AS FOLLOWS		5,1,76	☐ AMOUNT OF INSURANCE IS DECREASED		
MADDITIONAL PR	EMIUM \$ 64,709 0	0 ☐ IS AMENDED		AMOUNT OF INSURANCE IS INCREASED		
RETURN PREMIL	JM \$	☐ IS DELETED		☐ AMOUNT REMAINS THE SAME		
At 16	ins is yl in	-		_		
4 29	TO	TAL VALUES REPORTED	\$10	01,317,925		
0	AN	NUAL RATE		0958		
	TO	TAL ANNUAL PREMIUM	\$	97,063		
	TH	IS COMPANY'S PARTIC	IPATION	2/3		
	AN	NUAL INSTALLMENT DU	E 8/1/77 \$	64,709		
			-			
_				_		
ADDITIONAL/	PREMIUM \$_6	<del>,709.00</del>		-		
AMENDED SUBSE	QUENT INSTALLMENT	s \$ TO BE DETERMINED	)			
The effect ve date of	of this endorsement is	AUGUST 1, 1977	12 01 A	A M  Endorsement No9		
All other terms and	cond tions remain uncha	anged. This endorsement is attac	hed to and made a part	of Policy No SIM 30204		
Date of Issue	NGUST 22, 1977		CompanySO	OUTHERN INSURANCE COMPANY		
Issued To	elixir _c industri	es, inc , et al	BACCALA & S INSURANCE S Underwriting N	SERVICES		

By____ A HO D GNA

#### PROPERTY

IT IS HEREBY UNDERSTOOD AND AGREED THE SCHEDULE OF LOCATIONS IS AMENDED AS FOLLOWS

#### LOCATIONS DELETED

#### CALIFORNIA

- # 8 15343 PROCTOR AVENUE CITY OF INDUSTRY CALIFORNIA
- #10 7110 FENWICK LANE WESTMINISTER CALIFORNIA

#### OREGON

# 2 - 7914 SOUTHEAST 82ND STREET, PORTLAND OREGON

## INDIANA

# 3 - 2520 INDUSTRIAL PARKWAY ELKMART INDIANA

#### LOCATION ADDRESSES AMENDED

## CALIFORNIA

# 12 - 1380 BONVIEW STREET ONTARIO CALIFORNIA

# WASHINGTON

# 1 - 2000 EAST COLUMBIA
VAN COUVER WASHINGTON

THE EFFECTIVE DATE OF THIS ENDOSEMENT IS

AUGUST 1 1976

AT

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30304

ISSUED TO ELIXIR INDUSTRIES INC ET AL

BROKER/AGENT WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE

ADDRESS LOS ANGELES CALIF 90005

DATE OF ISSUE 9/6/77 BY MAT END NO 10

## _ LINDED SCHEDULE OF LOCATIONS

## CALIFORNIA

- 1 15722 and REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
- 2 16815 SOUTH BROADWAY GARDENA, CALIFORNIA
- 3 17809 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 4 17905 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 17925-18001 SOUTH BROADWAY, GARDENA, CALIFORNIA 5
- 6 1802CAND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
- 7 18025-37 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 8 18118-18120 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 9 17766-17770 ROWLAND AVENUE, CITY OF INDUSTRY, CALIFORNIA
- _10 18915 LAUREL PARK ROAD, CARSON CALIFORNIA
- 11 1380 BONVIEW STREET, ONTARIO, CALIFORNIA
- 12 3019 EAST HARCOURT, COMPTON CALIFORNIA
- 3028 EAST LAS HERMANAS, COMPTON, CALIFORNIA 13
- 14 3020 EAST LAS HERMANAS COMPTON CALIFORNIA
- 18026 S BROADWAY GARDENA CALIFORNIA 15
- 9146 OLIVE DRIVE, SPRING VALLEY, CALIFORNIA
- 3321-3343 AIRPORT ORAD SACRAMENTO, CALIFORNIA

#### **AIRZONA**

1346 WEST BROADWAY AND 219-263 MULBERRY MESA ARIZONA 1

# OREGON

- 1 ROUTE 1, AURORA OREGON
- 7914 S E 82ND STREET PORTLAND OREGON

August 1, 1977

Los Angeles, California

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

This endorsement is attached to and made a part of Policy No SIM 30204

Elixir Industries, Inc , et al ISSUED TO

Ero 27 1977

BROKER/AGENT

Wilshire Insurance Agency

680 Wilshire Place

ADDRESS

Los Angeles, Calif 90005

DATE OF ISSUE

12/19/77

BY YL/ls

11 END NO

BACCALA & SHOOP INSURANCE SERVICES

(Page 1 of 3 pages)

SUP BOS4 PRINTED N U S A

# AMENDED SCHEDULE OF LOCATIONS (CONTINUED)

## WASHINGTON

- 2000 EAST COLUMBIA WAY VANCOUVER WASHINGTON 1
- ROUTE 1, TONASKET, OKANAGAN COUNTY, WASHINGTON

# **IDAHO**

1 FRANKLIN AND EAGLE ROAD, MERIDIAN, IDAHO

## COLORADO

6945 FEDERAL BOULEVARD, DENVER, COLORADO

# KANSAS

- 1 W S OF OSWEGO, OFF OF HIGHWAY 94, OSWEGO, KANSAS
- 2 HIGHWAY 59, CHETOPA, KANSAS
- 520 S PAXTON, NEWTON INDUSTRIAL PARK, NEWTON, KANSAS

# TEXAS

- 1 1500 NORTH SERVICE ROAD, MIDLOTHIAN, TEXAS
- 612 BURLINGTON, SAGINAW, TEXAS

## INDIANA

- 2040 AND REAR, INDUSTRIAL PARKWAY, ELKHART INDIANA
- 2 2040 TOLEDO ROAD, ELKHART, INDIANA
- ONE WARD STREET, WAKARUSA, INDIANA 71347 County Rd, New Fare, Ind PENNSYLVANIA
- 431-481 HARRISBURG AVENUE LANCASTER, PENNSYLVANIA
- 304 E MAIN STREET BAREVILLE, PENNSYLVANIA

#### **ALABAMA**

U S HIGHWAY 72, TUSCUMBIA, ALABAMA

NORTH CAROLINA

303 FREEWAY DRIVE, REIDSVILLE, NORTH CAROLINA ENDORSEMENT IS AUGUST 1 1977 AT THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

Los Angeles, Calıf

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Policy No SIM 30204 THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

ELIXIR INDUSTRIES, INC , ETAL ISSUED TO:

WILSHIRE INSURANCE AGENCY BROKER/AGENT:

680 WILSHIRE PLACE

LOS ANGELES, CALIF 90005 ADDRESS

12/19/77 By YL/ls 11 END NO DATE OF ISSUE

BACCALA & SHOOP INSURANCE SERVICES

SLP 9084 PRINTED IN U.S.A.

(Page 2 of 3 pages)

# AMENL __ SCHEDULE OF LOCATIONS (CONTINUED)

## **GEORGIA**

- 1 SOUTH GATE INDUSTRIAL PARK, DOUGLAS GEORGIA
- 2 WASHINGTON STREET FITZGERALD GEORGIA
- 3 DOUGLAS INDUSTRIAL PARK DOUGLAS, GEORGIA

## FLORIDA

1 I-4 AND KENSINGER ROAD, LAKELAND, FLORIDA

## MINNESOTA

1 2104 N BROADWAY, NEW ULM, MINNESOTA

# WISCONSIN

1 HIGHWAY 61 NORTH, LANCASTER, WISCONSIN

## ARKANSAS

1 10001 COLONEL GLENN ROAD, LITTLE ROCK, ARKANSAS

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AUGUST 1, 1977 AT LOS ANGELES, CALIF ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

IBBUED TO ELIXIR INDUSTRIES, INC , ETAL

BROKER/AGENT WILSHIRE INSURANCE AGENCY

680 WILSHIRE PLACE
LOS ANGELES, CALIF 90005

DATE OF ISSUE 12/19/77 BY  ${
m YL/1s}$  END NO 17

BACCALA & SHOOP INSURANCE SERVICES

(Page 3 of 3 Pages)

SLP 9084 PR NTED IN U & A

# 'MENDED LENDER'S LOSS PAYABLES

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS LENDER'S LOSS PAYABLES PER THE TERMS AND CONDITIONS OF FORM 438 BFU NS

The Prudential Insurance Company of America Insurance Section, Real Estate Ins Service P O Box 2314, Terminal Annex Los Angeles, California 90051 Loan Number 2-2164567

As respects Building situate

3019 East Harcourt Compton, California

Farmers Merchant Bank New Ulm. Minnesota 56073 Attention Mr George Volv As respects building situate

2014 North Broadway New Ulm, Minnesota

Union State Bank Lancaster, Wisconsin 53813 Attention Mr W R Sonnenberg As respects building situate

Highway 61 North Lancaster, Wisconsin

304 & Main St

Fulton National Bank 8 Penn Square PO Box 1191 Lancaster Pennsylvania 17602 17604 As respects building situate

Barevelle, Pa 431-481 Harrisburg Avenue Lancaster, Pennsylvania

City of Chetopa Chetopa, Kansas 67336 As respects building situate

Highway 59 Chetopa, Kansas

Fitzgerald Federal Savings and Loan Association

P 0 Box 36

301 West Central Avenue Fritzgerald, Georgia 31750 As respects building situate

Washington Street) Fitzgerald, Georgia

Central Bankhouse of the South Inc P O Box 10566 Birmingham, Alabama 35296

As respects building & Equipment situate

US Highway 92 Alt Tuscumbia, Alabama

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AUGUST 1 1977

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF Policy No SIM 30204

ISSUED TO Elixir Industries, Inc , ETAL

BROKER/AGENT: Wilshire Insurance Agency

680 Wilshire Place

ADDRESS Los Angeles, Calif 90005

DATE OF ISSUE By YL/1s 12/19/77 END NO

(Page 1 of 2 Pages)

BACCALA & SHOOP INSURANCE SERVICES

AT Los Angeles, Calif

SUP BOS4 PRINTED IN U & A

# AMENDED L. JDER'S LOSS PAYABLES (CONTINUEL,

1412 4C

Fulton Bank P O Box 1199 Lancaster, Pennsylvania 17604 As respects building situate

304 Fast Main Street Bareville, Pennsylvania

Bankers Life Company 711 High Street Des Moines, Iowa 50307 As respects the following locations

CALIFORNIA

- 1) 15722 South Broadway
- 3) 17809 South Broadway
- 4) 17905 South Broadway
- 5) 17925 South Broadway
- 7) 18025 South Broadway All Gardena, California
- 13) 3321-3343 Airport Road Sacramento, California

#### OREGON

1) Route 1 Aurora, Oregon

#### INDIANA

- 1) 2040 Industrial Parkway
- 2) 2040 Toledo Avenue All Elkhart, Indiana

Lanua ent : California 626 viloine Blud 5 4 90014

219-263 Mulberry, Mesa, an 6945 Federal Bl Benrew, Cran 1500 N Servece Rd., Medlethian I-4 & Kensenger Rd., Lakeland, H

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AUgust 1 1977

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POlicy No SIM 30204

Elixir Industries, Inc , ETAL

BROKER/AGENT Wilshire Insurance Agency

680 Wilshire Place Los Angeles, Calif 90005

DATE OF ISSUE 12/19/77 By YL/1S END R

(Page 2 of 2 Pages)

BACCALA & SHOOP INSURANCE SERVICES

SLP BOB4 PRINTED IN U.S.A.

ADDRESS

#### LOSS PAYABLES CONT

City of Goshen Goshen Economic Development Commission Goshen, Indiana

and

St Joseph Valley Bank P O Box 1686 Elkhart, Indiana 46515

as respects bldg & equipment 71347 County Rd. New Paris, Indiana

City of Elkhart Elkhart Economic Development Commission Elkhart, Indiana

and

St Joseph Valley Bank P O Box 1686 Elkhart, Indiana 46515 as respects extrusion press equip 2040 & rear, Industrial Parkway, Elkhart, Indiana

# AMENDED ADDITIONAL NAMED INSUREDS

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS NAMED INSUREDS

Alan Marcus c/o Marcus-Brothers 1950 West Eighth Street Hialeah, Florida 33010

As respects building situate

3028 East Las Hermanes Compton, California

Jerry Rapport 3250 Abalone 25465 Caul'ic Laguna Niget, California 92153 As respects building situate

3019 Harcourt Compton, California

✓ The Manufacturers Life Insurance Company of Toronto, Canada and the Alison Company, as their interest may appear c/o The Alison Company 2091 San Joaquin Hills Road Newport Beach, California 92660 Attention Property Management As respects building situate

18915 Laurel Park Road Carson, California

/Jack C Ecoff 447 Fernwood Drive Oxnard, California As respects building situate

17766-17770 Rowland Avenue City of Industry California

✓ E F CRAIG as TRUSTLE Under Trust Agreement dated 4/20/67 c/o Robert B Bottomly P O Box 1377 La Jolla, California 92038 As respects building situate

18037 South Broadway and 18020 South Broadway Gardena California

Union Bank, A California Corporation as Trustee of Trusts A & B of the Joseph M Rosenberg Family Trust As respects buildings situate. PC ZOX 2193 Terminal annex 90057

18118 and 18120 South Broadway Gardena California

August 1, 1977 THE EFFECTIVE DATE OF THIS ENDORSEMENT IS ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Los Angeles, Calif

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF Policy No SIM 30204

Elixir Industries, Inc , ETAL ISSUED TO

BROKER/AGENT Wilshire Insurance Agency

680 Wilshire Place

ADDRESS Los Angeles, Calif 90005

DATE OF ISSUE 12/19/77By YL/ls END No 13

BACCALA & SHOOP INSURANCE SERVICES

(Page 1 of 2 Pages)

SLP SOS4 PRINTED IN U.S.A.

# AMEN ) ADDITIONAL NAMED INSUREDS (OF INVED)

Alma Maria Kramer 324 Kingsbury Drive Aptus, California 95003 As respects building situate

3020 East Las Hermanes Street, Compton, California

Lancaster Industrial Development Authority

As their interest may appear As respects building situate

304 East Main Street Bareville, Pennsylvania

E S W A alf c/o Mr. Jegstad Welhavensgt 1

9s1o, Nørway

As respects inventory situate

18118-18120 South Broadway
Gardena, California

Albert G. Schaefer, Jr 455 El Bosque

Laguna Beach, California 92651
As respects building situate

16815 South Broadway Carson, California

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS August 1, 1977

los Angeles, California

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

Policy No SIM 30204

Elixir Industries, Inc , ETAL

BROKER/AGENT: Wilshire Insurance Agency

680 Wilshire Place

ADDRESS Los Angeles, Calif 90005

DATE OF ISSUE 12/19/77 BY YL/1S END NO 13

BACCALA & SHOOP INSURANCE SERVICES

(Page 2 of 2 Pages)

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN ACCORDANCE WITH ENDORSEMENT NO 11, SCHEDULE OF LOCATIONS, THE FOLLOWING LOCATION IS ADDED AS RESPECTS THE STATE OF INDIANA

71347 COUNTY ROAD, NEW PARIS, INDIANA

IT IS FURTHER AGREED THAT PREMIUMS FOR THE ABOVE WILL BE CHARGED AT AUDIT

IT IS FURTHER AGREED THAT AS RESPECTS ENDORSEMENT NO 12 AND FORM 438BFUNS, THE FOLLOWING ARE ADDED AS LOSS PAYABLES AS RESPECTS BUILDING AND EQUIPMENT ON THE ABOVE LOCATION

> CITY OF GOSHEN GOSHEN, INDIANA GOSHEN ECONOMIC DEVELOPMENT COMMISSION GOSHEN, INDIANA AND ST JOSEPH VALLEY BANK FRANKLIN AT SECOND STREET ELKHART, INDIANA 46514

IT IS FURTHER AGREED THAT AS PER ENDORSEMENT NO 11, LOCATION INDIANA 1 AND AS PER ENDORSEMENT NO 12 AND FORM 438BFUNS THE FOLLOWING ARE ADDED AS RESPECTS AN EXTRUSION PRESS (EQUIPMENT)

> CITY OF ELKHART ELKHART, INDIANA ELKHART ECONOMIC REDEVELOPMENT COMMISSION ELKHART, INDIANA

ST JOSEPH VALLEY BANK FRANKLIN AT SECOND STREET ELKHART, INDIANA 46514

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 6, 1978 AT LOS ANGELES, CALIFORNIA ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO SIM 30204

ELIXIR INDUSTRIES, INC , ET AL ISSUED TO

WILSHIRE INSURANCE AGENCY BROKER/AGENT

680 WILSHIRE PLACE

LOS ANGELES, CALIFORNIA 90005 ADDRESS

BY NMT/fv 5/10/78 END NO 14 DATE OF ISSUE

When Irn -

# INSURANCE BINDER

MIKE LOCELSO WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE LOS ANGELES, CALIFORNIA 90005

No 1257

INSURED'S NAME AND MAILING ADDRESS

ELIXIR INDUSTRIES, ET AL 17809 SOUTH BROADWAY GARDENA, CALIFORNIA 90248

This Binder is a temporary Insurance Contract to serve as evidence of Insurance pending

Issuance and Delivery of a Policy

- ☐ Issuance and Delivery of a Renewal Policy
- ☐ Issuance and Delivery of Endorsement
- ☐ Negotiation of Rates Premium or Coverage

THE

TO

ASSIGNED POLICY NO. 13631 STONEWALL INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

is hereby bound to the insured inamed above subject to the conditions set forth below as follows

DESCRIPTION OF VEHICLES PROPERTY-OR OPERATIONS AND LOCATIONS	TYPE OF COVERAGE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY		
MFG MOBILE HOME PARTS AND EQUIPMENT	1-UMBRELLA LIABELITY EXCLUDING PRODUCTS	\$1,500,000 SINGLE LIMIT EXCESS OF UNDERLYING		
#154750°2 -= 1343	2-PRODUCT LIABILITY-EXCESS SUBJECT TO CLAIMS MADE FORM	\$1,500,000 SINGLE LIMIT EXCESS OF UNDERLYING		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	FOLLOWING CLAUSES SPEC ENDORSEMENTS SHALL APP UMBRELLA S I.F	LY TO THIS INSURANCE		

Effective FROM 12.01 KM JULY 23. 19 76 TO 12 01 A M SEPTEMBER 23.

It is expressly stipulated that this binder is issued (1) subject to all the terms and conditions of the policy regularly issued by the Company in the state in which the operation or property is located which policy is hereby made a part hereof to the same extent as if fully set forth herein (2) and to the payment of premium based on published or manual rules and rates which premium in the event of loss before expiration of this binder shall be fixed at the earned premium for the insurance afforded

It is a condition of this binder that whenever the Policy of this Company is issued in lieu of its undertaking under this binder its obligations hereunder shall cease and be void provided however that this binder shall not continue in force beyond the expiration date stated herein. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company or by this agent in behalf of the Company by mailing to the Insured at the address shown above written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective ten (10) days thereafter such cancellation shall be effective. tive date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing

When more than one Company is named in this binder the above stipulations apply separately to each Company A premium will be charged for this binder

COUNTERSIGNED	at STUBL	O CITY.	CALIFORNIA	Dated <b>IU</b>	LY 26.	<u> 1976                                     </u>	
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			By////	1111 ( / pan	ر حمر ا	Eden.	
C ACORD COMMITTEE	5 No. 01.4	4/75	CAPITOT	BROKEDACE			
C ACORD COMMITTEE	Form No 214	4/13	CALLIN	HKIIKWUNCE	T	-	

© HAAC ACORD COMMITTEE Form No 21 4 4/75

PRODUCER STATE OFF BRK S COMM

Renewal of NEW P oducer

CAPITAL BROKERAGE

12444 VENTURA BLVD ,

Ce t f ed Cop es

Rew te of Extra Da I

STUDIO CITY, CALIF, 91604

In favor of Address

ELIXIR INDUSTRIES

17809 SOUTH BROADWAY GARDENA, CALIFORNIA

Type of Coverage

UMBRELLA LIABILITY

In the amount of

1,500,000 EXCESS UNDERLYING

Term

Beginning at 12 01 AH

on the 23rd day of JULY on the 23rd day of JULY

and ending at 12 01 AM

19 77 !

Standard time at the place of location of risks insured and in accordance with terms and

conditions of the form(s) attached and the Standard Clauses on the reverse side of this

**Forms** 

At time of issuance this Policy contains a ______ page insuring Form and Endorsements

1 through 1-2 inclusive Standard Clause 2 shall not apply

Premium

Due	A	At Inception	1st Anniversary	2nd Anniversary	
PREMIUM	\$	150,000 00	\$	\$	
State Tax	\$	4,500 00	\$	\$	
Stamping Fee Service Fee Policy Fee	\$ \$	450 00	\$ \$ \$	\$ \$ \$ \$	
TOTAL		154,950 00	# 1343	Duperne	Bouk Dananced
			Du	)	-

Dated at LOS ANGELES, CALIFORNIA day of SEPT 76

DE/mb

# UMBRELF A LIABILITY INSURANCE

The Company agrees with the Insured named in the schedule made a part hereof in consideration of the payment of the premium and in reliance upon the state ments in the schedule and subject to the limits of liability exclusions conditions and other terms of this policy

### -INSURING AGREEMENTS -

- COVERAGES To indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability imposed upon him by law or liability assumed by him under contract or agreement for damages and expenses all as included in the definition of ultimate net loss because of
  - (A) personal injury as hereinafter defined
  - (B) property damage as hereinafter defined
  - (C) advertising liability as hereinafter defined

### II DEFINITIONS

#### A Insured

The unqualified word Insured includes the Named Insured and also includes

- (1) except with respect to liability arising out of the ownership operation maintenance use loading and unloading of automo biles aircraft or watercraft any director stockholder officer or other employee of the Named insured while acting within the scope of his duties as such and any organization or proprietor with respect to real estate management for the Named Insured If the Named Insured is a partnership or joint venture any part ner_or member thereof but only with respect to his liability as such
- (2) any other person or organization who is an additional Insured under any underlying policy of insurance subject to all the limit ations of coverage under such policy other than the limits of lia bility
- (3) with respect to any automobile owned by the Named Insured or hired for use by oion behalf of the Named Insured or to any aircraft or wate craft hield for use by or on behalf of the Named Insured any person while using such automobile a reraft or watercraft and any person or organization legally responsible for the use thereof provided the actual use thereof is with the permission of the Named Insured The insurance afforded by this sub-division (3) with respect to any person or organization other than the Named Insured does not apply
  - (a) to any person or organization or to any agent or employee thereof ope ating an automobile repaishop public garage sales agency service station or public parking place with respect to ally occur ence alising out of the ope ation thereof
  - (b) to () any manufacturer of aircraft engines or component parts of ai craft or avat on accessor es or (i) any a rcraft sales or serv ce or repair organizat on or (iii) any selle of air craft supplies accessor es equipment o component parts of aircraft or (v) any a rport o hangar operator or (v) the respect e employees o agents of any of the afo eme t oned with respect to any occurrence a sing out of the operations of any of the afo ementioned
  - (c) with espect to any hilled automobile a rcraft or watercraft to the owner oil lessee thereof otheithan the Named Insured oil any employee of such owner or lessee

Except with respet to sub paragraph (b) hereof this sub-division (3) shall not apply if the restricts the insurance granted under sub-displayed son (2) above

(4) This insurance does of apply to ultimate net loss arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

### Pe sonal Inju y

B The term pe sonal jury shall mean bod ly njury sickness or disease including death at any time esulting therefrom mental in jury mental anguish shock disability false arrest false imprison ment wrongful eviction detention malicious prosecution discrimination (except where it is a violation of a statute or regulation) hui miliation invason of right of privacy libel slander or defamation of character.

### C Property Damage

The term prope ty damage shall mean physical injury to or de struction of tangible prope ty cluding the loss of use thereof

### D Ad ertising Liability

The term advertising lability shall mean (1) libel slande or de famatio (2) any infir gement of copy ght or of title or of sloga pracy or untal competition or dearm sapping at on under an implied contract or (3) any vasion of ght of pracy — all committed or alleged to have been committed any advertisement public.

licity article broadcast or telecast and arising out of the Named In sured's advertising activities

#### E Ultimate Net Loss

The term ultimate net loss shall mean the total sum which the Insured or any company as his insurer or both becomes legally obligated to pay as damages because of personal injury property camage or advertising liability either through adjudication or compromise and shall also include hospital medical and funeral charges and all sums paid as salaries wages compensation fees charges and law costs premiums on attachment or appeal bonds interest on judgments expenses for doctors lawyers nurses and investigators and other persons and for litigation settlement adjustment and in vestigation of claims and suits which are paid as a consequence of any occurrence covered hereunder excluding only the salaries of the Named Insured's or of any underlying insurer's permanent employees

The Company shall not be liable for any expenses as aforesaid when payment of such expenses is included in other valid and collectible insurance.

#### F Automobile

The term automobile shall mean a land motor vehicle trailer or semi trailer designed for travel on public roads (including any ma chinery or apparatus attached thereto) but does not include mobile equipment

Mobile equipment means a land vehicle (including any machinery or apparatus attached thereto) whether or not self-propelled (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the Named In sured including the ways immediately adjoining or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle power cranes shovels loaders diggers and drills concrete mixers (other than the mix in transit type) graders scrapers rollers and other road construction or repair equipment air compressors pumps and generators including spraying welding and building cleaning equipment and geophysical exploration and well servicing equipment

#### G Aircraft

The term aircraft shall mean heavier than air or lighter than air a rcraft designed to transport persons or property

### H Completed Operations Hazard

The term completed operations hazard includes personal njury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured

Operations include materials parts or equipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times

- (1) when all operations to be performed by or on behalf of the Named Insured under a contract have been completed
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been complete ed or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organ ization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or de ficiency but which are otherwise complete shall be deemed completed

The completed operations hazard does not include personal injury or property damage arising out of

operations in connection with the transportation of property unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading of unloading thereof or the existence of tools uninstalled equipment or a bandoned or unused materials

### I P oducts Haza d

The telm products hazaid includes personal injury and property damage arising out of the Named I suied's products or relian elup

on a representation or warranty made at any time with respect there to but only if the personal injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to other

1 Occurrence

The term occurrence shall mean (a) an accident or (b) an event or continuous or repeated exposure to conditions which results during the policy period in personal injury property damage or advertising liability (either alone or in combination) neither expect ed nor intended from the standpoint of the Insured With respect to coverages I (A) and I (B) except the poducts-completed oper at ons hazards all personal injury and property damage (either a lone or in combination) arising out of one event or continuous or repeated exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed to be one occurrence With respect to coverages I (A) and I (B) all personal injury and property damage (either alone or in combination) arising out of the products-completed operations hazards shall be deemed to be one occurrence if arising out of one lot of goods or products prepared or acquired by the Named Insured or othe strading under his name. With respect to coverage I (C) all personal injury and property damage (either alone or in combination) arising out property damage (either alone or in combination) arising out property damage (either alone or in combination) arising out property damage (either alone or in combination) arising out property damage (either alone or in combination) arising out of one lot of goods or products prepared or acquired by the Named Insured or othe strading under his name.

tion) involving the same injurious material or act regardless of the frequency or repetition thereof the number or kind of media used and the number of claimants shall be deemed to arise out of one occurrence.

POLICY PERIOD This policy applies only to occurrences as herein defined which happen during the policy period provided however if any occurrence happens during the policy period of this policy which results in personal injury property damage or advertising liability of the type which would be insured under the provisions of this policy and if personal injury property damage or advertising liability resulting from that same occurrence has also happened during the policy period of any similar policy of insurance issued by the Company to any Named insured hereunder prior to the policy period of this policy that policy issued by the Company which is in force at the time the first claim is made against the Insured which could result in ultimate net loss pay able thereunder shall constitute the only policy of the Company which shall apply to such occurrence and to all personal injury property damage and advertising liability (either alone or in combination) at any time resulting from such occurrence regardless of the number of similar policies of insurance issued by the Company which could otherwise apply in the absence of this agreement

### - EXCLUSIONS -

- 1 This policy does not apply
  - (A) with respect to advertising liability to claims made against the In sured
    - (1) for failure of performance of contract but this shall not apply to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract
    - (2) for infringement of registered trade-mark service mark or trade name by use thereof as the registered trade-mark service mark or trade-name of goods or services sold offered for sale or ad vertised but this shall not apply to titles or slogans
    - (3) for incorrect description of any article or commodity
    - (4) for mistake in advertised or ce
  - (B) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation unemploy ment compensation or disability benefits law or under any similar law provided however that this exclusion does not apply to lia bility of others assumed by the Named Insured under any contract or agreement
  - (C) to loss of use of tang ble p operty which has not been physically injured or dest oyed result ng from
    - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement or
    - (2) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance quality f tness or du ability warranted or represented by the Insured

but this exclus on does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured s products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organization other than an Insured

- (D) to prope ty damage to the Insured's products arising out of such products or any part of such products
- (E) to property damage to work performed by or on behalf of the In sured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- (F) to damages claimed for the withdlawal inspection repair replacement or loss of use of the Insured's products or work completed

by or for the insured or of any property of which such products or work form a part if such products work or property are with drawn from the market or from use because of any known or sus pected defect or deficiency therein

- (G) to any I ability of the insured due to war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war re bellion revolution insurrection military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- (H) to injury to or destruction of property owned by any Insured
- (I) as respects all operations
  - (1) to the discharge dispersal release or escape of smoke vapors soot furnes acids alkalis toxic chemicals solids liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water unless such discharge dispersal release or escape is sud den and accidental.
  - (2) to fines penalties punitive or exemplary damages or the cost of removing or cleaning up substances described in (1) above. This limitation (2) applies only to occurrences described in (1) above.
- This policy does not apply except insofar as coverage is available to the Insured under the underlying policies of insurance set forth in the schedule
  - (A)to liability of any insured or an employee of said insured with respect to personal injury to or death of another employee of the same employee injured in the course of such employment.
  - (8) to liability arising out of the ownership maintenance operation use loading or unloading of any aircraft or watercraft owned by any insured o leased by any insured for a period of more than thirty consecutive days provided however this exclusion shall not apply to liability of the Named Insured for any other non-owned a rc aft or watercraft
  - (C) to liability of any insured hereunder for assault and battery committed by or at the direction of such insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing personal injury or property damage.

### - CONDITIONS -

5

- Pr m um The prem um for this policy shall be as stated in the schedule. Said premium may be subject to adjustment in the manner stipulated in the schedule.
- Additions In the event additional insureds or additional coverages are added to the underlying insurance while this policy is in force prompt notice shall be given to the Company and the Company shall be entitled to charge appropriate additional premium
- Inspection and Audit The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on be half of or for the benefit of the Named Insured or others to determine or warrant that such property or operations are safe.
  - The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance.
- Special Conditions Applicable to Occupational ease. As regards per sonal niu y (fatal or non fatal) by occupation sease sustained by any employee of the Insured this policy is sure to the same terms a dicondition is secretarial to the same terms.

of liability any condition respecting other insurance and the renewal agreement if any) as are contained in or as may be added to the noticies of underlying insurance set forth in the schedule prior to the happening of an occurrence for which claim is made hereunder

### Limits of Liability

- (A)The Company shall only be liable for ultimate net loss in excess of either
  - (i) the applicable limits of liability of the policies of underlying in surance set forth in Item 3 of the schedule or
  - (ii) as respects an occurrence not covered by such underlying insurance but covered under this policy or where an occurrence s covered by such underlying insurance but in recoverable amounts less than the self insured retention set forth in item 4 of the schedule the amount of ultimate net loss set forth in item 4 of the schedule as self insured retention.
- (B) In no event shall the Company be liable for an amount in excess of the applicable limit of liab lity set forth in item 5 of the schedule. The limit of liability stated in item 5 of the schedule as applicable to each occu ce sithe total limit of the Company sliability under this policy or ultimate net los as a result of any one occur ence. Subject to the limit of liability set forth tem 5 of the sche

CLA9 9 )E

dule with respect to each occurrence the mit of liability so set forth as aggregate shall be the total line of the Company's liability under this policy for ultimate net lo

- because of all personal injury and property damage during each consecutive twelve months of the policy per od arising out of the products completed operations hazards and
- (ii) because of all personal njury during each consecutive twelve months of the policy period sustained from occupational dis ease by any employee of the Insured
- (C) In the event of reduction or exhaustion of the aggregate limits of l ability under the policies of underlying insurance by reason of losses paid thereunder this policy shall
  - (i) in the event of reduction pay excess of the reduced underlying
  - (i) in the event of exhaustion continue in force as underlying insurance

but nothing in this paragraph shall operate to increase the limits of the Company's hab lity

- 6 Severability of Interests The term the Insured is used severally and not collectively but the inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability. If more than one Insured is named in item 1 of the schedule it is agreed that the limits of the Company's liability shall not apply separately to each such insured.
- Notice of Occurrence When an occurrence takes place which in the opinion of the Insured involves or may involve hability on the part of the Company prompt written notice shall be given by or on behalf of the Insured to the Company Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time place and circumstances of the occurrence Failule to so notify the Company of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder shall not prejudice such claim provided such notice is then given
- Assistance and Cooperation of the Insured Except when the aggregate I m to of I ab I ty under the policies of underlying insurance set forth in tem 3 of the schedule have been exhausted the Company shall not be called upon to assume charge of the settlement or defense of any claim made out the brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured significant underlying insurers or both in the defense and control of any claim suit or proceeding relative to an occurrence where in the judgment of the Company the claim or suit involves or appears reasonably I kely to result in liability for in demnity by the Company under this policy in which event the insured any underlying insurers involved and the Company shall cooperate in all the gs in the defense of such claim or suit.

With respect to any claim made suit brought or proceeding instituted against the Insured to which the policies of underlying insu ance set for thin item 3 of the schedule will not apply because of the exhaust on of the aggregate I mits of liability thereunder if such claim suit or proceeding is one which could result in I ability of the Company to indemnify the Insured hereunder for damages the Company shall assume complete control of the investigation negotiations settlement and defense of any such claim suit or proceeding against the Insured The Insured shall cooperate with the Company and upon the Company's request attend hearings and trials and assist in making settlements securing and giving evidence obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The Insured shall not except at his own cost voluntally inake any payment assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.

- Te ms of Policy Conformed to Statute Terms of this policy which are n conflict with the statutes of the State wherein this policy is ssued a e hereby amended to conform to such statutes
- Appeals In the event the Insu ed or the I sured sunderlying insurer(s) elect not to appeal a judgment in excess of the underlying limits the Compa y may elect to make such appeal at its own cost and expense and shall be I able for the taxable costs of sbursements and interest on judgments incidental thereto but in no event shall the I ability of the Company for ult mate net loss exceed the limit of its I ability stated in this policy and in addition the cost and expense of such appeal
- 11 Loss Payable Liability under this policy with respect to any occur rence shall not attach unless and until the Insured or the Insured's underlying insurer shall have paid the amount of the self insured retention or the underlying I mits on account of such occurrence. The In

sured shall make efinite claim for any loss for which the Company may be liable une the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the a mount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual tr at or by written agreement of the Insured the claimant and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty days after they are respectively claimed and proven in conformity with this policy.

- Other Insurance If any other valid and collectible insurance exists protecting the Insured against ultimate net loss covered by this policy (other than the policies of underlying insurance specified in item 3 of the schedule and other than any policy with respect to which this policy is specified therein as underlying insurance) this policy shall be null and void with respect to such loss whether the Insured is specifically named in such other policy of insurance or not provided how ever if the amounts recolerable by the Insured under such other insurance are not sufficient to completely protect the Insured against such loss this policy shall apply but only as excess insurance over such other valid and collectible insurance in an amount not to exceed the limit of the Company's liability stated in this policy and not as contributing insurance.
- Subrogation Inasmuch as this policy is excess coverage the Insured s right of recovery against any person firm or corporation cannot be exclusively subrogated to the Company therefore in case of any payment hereunder the Company will act in concert with all other interests in cluding the insured concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests including the Insured that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder lastly the interests including the Insured of which this coverage is in excess are entitled to claim the residue if any Expenses necessary for the recovery of any such amounts shall be apportioned be tween the interests concerned including the Insured in the ratio of the riespective recover es as finally settled.
- 14 Changes Notice to or knowledge possessed by any person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement ssued to form a part of this policy.
- Ass gnment Ass gnment of interest under this policy shall not bind the Company until its consent is endorsed hereon on
- Cancellation. This policy may be cancelled at any time by the Insured first named in item 1 of the schedule by mailing to the Company writ ten not ce stating when thereafter such cancellation shall become effec tive. This policy may be cancelled by the Company by mailing to the Insu ed first named in item 1 of the schedule at the address shown in the schedule written of ce stating when not less than 30 days there such cancellat on shall be effective. The mailing of notice as a fo esaid shall be sufficient proof of notice. The effective date and hour stated in such notice shall become the end of the policy period. De livery of such w tten notice either by such Insured or the Company shall be equivalent to mailing. If such Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure If the Company cancels earned premium shall be com puted p o rata. Prem um adjustment may be made either at the time ca cellation is effected or as soon as practicable after cancellation be comes effective but payment or tender of unearned premium is not a condition of cancellation

It is agreed that irrespective of any other terms or conditions contain ed in this policy or endorsements attached hereto this policy may be cancelled by the company for non payment of any unpaid portion of the piem um by delie in graph to the insured or by sending to the insured by mail registered or unregistered at the insured's address as shown he ein not less than ten days written notice stating when the cancel lation shall be effective.

Maintenance of Underlying Insurance. The policy or policies set forth in the schedule as underlying insurance shall be maintained in full effect during the period this policy remains in force except for any reduction of the aggregate limits contained therein solely by payment of claims for occurrences which take place during this policy period. Fail ure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be lable to the same extent as it would have been if the Insured had complied with this condition.

IN WITNESS WHEREOF the Company has caused this policy to be countersigned on the schedule page by an authorized representative

# UMBRELL '. LIABILITY INCURANCE

POLICY NO		
	13631	

### **SCHEDULE**

### ITEM 1

Named

Insured ELIXIR INDUSTRIES

Address 17809 SOUTH BROADWAY, GARDENA, CALIFORNIA

e 1 67 PER 1,000 OF GROSS RECEIPTS

Town County State)

TEM 2 Policy Period From 7/23/76 standard time at the address of the Named Insure	to ed as stated herein	7/23/77 12 01 A M
TEM 3 Underlying Insurance		
_ COVERAGE		LIMITS OF LIABILITY
EMPLOYERS LIABILITY  - B COMPREHENSIVE AUTO LIABILITY (HARTFORD	INS )	500,000 CSL
C COMPREHENSIVE GENERAL LIABILITY (HARTFO EXCLUDING PRODUCTS	RD INS )	500,000 CSL
PRODUCTS (NATIONAL SECURITY		500,000 CSL
COLET (CHUBB P I ) (FOREIGN)		B 1 500,000 EACH OCC 1,000,000 AGGREGATE P D 500,000 EACH OCC 1,000,000 AGGREGATE
ITEM 4 SELF INSURED RETENTION	s 10,000 00	
ITEM 5 Limits of Liability-Ultimate Net Loss	\$ 1,500 000	each occurrence
	\$ 1,500,000	Aggregate
ITEM 6 Premium	\$ 150,000 00 ANN	IIIAI

STONEWALL INSURANCE COMPANY

GLA	10(99)E474	
-----	------------	--

ITEM 7 Rate

### NON-CONCURRENCY ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT
THE UNDERLYING AGGREGATE LIMITS WHERE APPLICABLE SHALL BE
UNIMPAIRED AT THE ATTACHMENT DATE OF THIS POLICY

All other Terms and Conditions remain unchanged

Attached to and Forming Part of Policy No 13631

Issued To ELIXIR INDUSTRIES

Effective Date JULY 23, 1976

Endorsement No END #1 __ STONEWALL INSURANCE COMPANY

GLA 12E(99)E474

LA 120(95)0474

### PRODUCTS AND COMPLETED OPERATIONS HAZARD FOLLOW FORM

IT IS AGREED THAT EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO
THE INSURED IN THE UNDERLYING UMBRELLA INSURANCE AS SET FORTH
IN THE DECLARATIONS, THIS POLICY SHALL NOT APPLY TO THE NAMED
INSURED'S PRODUCTS AND/OR COMPLETED OPERATIONS HAZARD AS DEFINED
IN THE POLICY

All other Terms and Conditions remain unchanged

Attached to and Forming Part of Policy No 1 3631

Issued To

ELIXIR INDUSTRIES

Effective Date

JULY 23, 1976

Endorsement No

END #2

STONEWALL INSURANCE COMPANY

Rν

GLA 12E(99)E474

### MARGINAL PREMIUM ENDORSEMENT

THE PREMIUM OF \$150 000 00 IS BASED UPON ESTIMATED ANNUAL SALES OF \$89 800 000 THE ASSURED SHALL ADVISE THE COMPANY AS SOON AS PRACTICABLE AT THE END OF THE POLICY PERIOD THE ACTURAL ANNUAL SALES. IF THE ACTUAL ANNUAL SALES DO NOT VARY BY MORE THAN 10% OF \$89 800 000 THEN NO PREMIUM ADJUSTMENT WILL BE REQUIRED. IF HOWEVER THEY INCREASE BY MORE THAN 10 OF \$89 800 000. THEN THE PREMIUM SHALL BE ADJUSTED BY APPLYING TO THE DEPOSIT PREMIUM THE PERCENTAGE DIFFERENCE BETWEEN THE ESTIMATED ANNUAL SALES. AND THE ACTUAL ANNUAL SALES. IN NO EVENT SHALL THE PREMIUM BE LESS THAN \$150,000

All other Terms and Conditions remain unchanged
Attached to and Forming Part of Policy No. 13631

Issued To

ELIXIR INDUSTRIES

Effective Date

JULY 23 1976

**Endorsement No** 

4

STONEWALL INSURANCE COMPANY

_		
By	•	
	<del></del>	

GLA 12E(99)E474

# IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING PRODUCTS ARE EXCLUDED

## LEDGER CODE NUMBER

11		ALUMINUM
12	_	GALVANIZING
15	_	_ HOUSESIDING

All other Terms and Conditions remain unchanged

Attached to and Forming Part of Policy No 13631

Issued To

ELIXIR INDUSTRIES

Effective Date

JULY 23, 1976

**Endorsement No** 

5

STONEWALL INSURANCE COMPANY

GLA 12E(99)E474

# STANDARD PROVISIONS ENDORSEMENT

Endorsement # 6

ffective Date 7/25/77					
IS HEREBY UNDERSTOOD AND AGR	EED THAT				
1 RATE	8 INCEPTION DATE		□ 15		S AN ADDI
2 PREMIUM	9 EXPIRATION DATE		_	TIONAL A	
3 DEPOSIT PREMIUM	☐ 10 NAME OF ASSURED		_	ENDORSE	
4 INSTALLMENT	11 ADDRESS OF LOCAT	TION OF PROPERTY	☐ 17 —	SECURITY	•
5 AUDIT-PREMIUM ADJUSTMENT	12 ADDRESS OF ASSUR	ED	<b>18</b>	OTHER	
6 AMOUNT OF COVERAGE	13 DESCRIPTION OF PR	OPERTY COVERED	☐ 19		CANCELLED
7 TERM OF COVERAGE	14 COVERAGE			PRO RATE	SHORT SATE
☐ IS CORRECTED OR CHANGED T	O READ AS FOLLOWS				
☐ IS AMENDED TO READ AS FOLI	.ows				
XX IS CHARGED FOR THE PERIOD	JULY 23, 1976 TO JU	LY 25 1977			
ONLY AS RESPECTS THE OPERA	ATIONS OF THE NAMED ASSURE	E D			
ONLY AS RESPECTS THE PREMI	SES LOCATED AT				
	PREMIUM COMPUTATION	<u> </u>			
	\$93 615 798 GROSS	RECEIPTS			
	NO ADJUSTMENT NECES	SARY			
	MINIMUM AND DEPOSIT	APPLIES			
		Pre	mium	\$	N/A
		State Tax		% \$	
		Federal Tax Stamping Fee		% \$ % \$	
		· -		•	
				\$	<del></del>
		· <del>-</del> ·	· - ·	<b>y</b>	
II other terms and conditions re his endorsement is attached to	emain unchanged and made part of Polic	y No 13631			
SSUED TOELIXIR INDUSTR	RIES				·
ATED AT LOS ANGELES	CALIFORNIA				
NOVEMBER 4,	19 77	By			
14	00	By	INSURAN	ICE ASSO	CIATES INC

# STANDARD PROVISIONS ENDORSEMENT

Endorsoment # 6

Effective Date 7/25/77					
T IS HEREBY UNDERSTOOD AND AGR	EED THAT				
] 1 RATE	☐ 8 INCEPTION DATE		☐ 1 <b>5</b>	THE FOLL	
2 PREMIUM	9 EXPIRATION DAT	E		TIONAL AS	
3 DEPOSIT PREMIUM	☐ 10 NAME OF ASSURE	D	□ 16	ENDORSE	MENT
4 INSTALLMENT	☐ 11 ADDRESS OF LOC	ATION OF PROPERTY	☐ 17	SECURITY	
5 AUDIT-PREMIUM ADJUSTMENT	12 ADDRESS OF ASSI	UREO	☐ 18	OTHER	
6 AMOUNT OF COVERAGE	☐ 13 DESCRIPTION OF	PROPERTY COVERED	19		CANCELLED
7 TERM OF COVERAGE	14 COVERAGE			PRO RATE	SHORT RATE
IS CORRECTED OR CHANGED T	O READ AS FOLLOWS				
☐ IS AMENDED TO READ AS FOLE	.ows				
XX IS CHARGED FOR THE PERIOD	JULY $23^-$ 1976 TO .	JULY 25 1977			
ONLY AS RESPECTS THE OPERA	UZZA CAMAN AHT 70 ZNOITA	RED			
ONLY AS RESPECTS THE PREMI	SES LOCATED AT				
	PREMIUM COMPUTATION	NO			
	\$93 615 798 GROSS	S RECEIPTS			
	NO ADJUSTMENT NECI	ESSARY			
	MINIMUM AND DEPOS	IT APPLIES			
		Pre	mium	\$	n/a
		State Tax		% \$	
		Federal Tax		% \$ % \$	
		Stamping Fee			
				<b>3</b>	
Il other terms and conditions re his endorsement is attached to a	main unchanged and made part of Polic	cy No 13631			
SUED TOELIXIR INDUSTR	IES	<del>-</del>			
ATED AT LOS ANGELES C	ALIFORNIA				
NOVEMBER 4,	10 77	B,			
	1.7 * * *				



# INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Wilshire Insurance_Agency

Attached to and hereby made a part of Certificate of Excess Insurance No XCP 11145

**DECLARATIONS** 

NEW

Item 1

Name of | EXIXIR INDUSTRIES, R & L EXTRUSIONS, INC

Insured - WARD & SON, INC

ltem 2 17809 South Broadway
Address — Gardena, California

Item 3 Certificate Term — From 7-1-72
To 7-1-75

12 01 A M standard time at the address of the insured as stated in Item 2 above

Item 4 Primary Insurance -

 Primary Carriers
 Policy Numbers
 Policy Periods

 1) Gulf Ins Co
 GA 7710499
 7-1-72 / 75

 2) Harbor Ins Co
 #113085
 7-1-72 / 75

Item 5 Description of Primary Insurance ---

See attached schedule

Item 6 Description of Excess Insurance -

Bodily Injury Liability and Property Damage Liability both combined \$5,000,000 each occurrence \$5 000,000 aggregate Excess of Item 5

Item 7 Premium -

\$12,000 00 payable as follows 4,000 00 due at inception 4,000.00 due 7-1-73 4 000 00 due 7-1-74

Item 8 attached hereto and made a part hereof.

No 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC 1012)

LC1441, LC1426

8-4-72 AP/1g





### INSURANCE COMPANY OF NORTH AMERICA

► Issued by

(Name of Insurance Company)

This Endorsement effective

Forms a part of Policy No

issued to

7-1-72

► XCP 11145

EXIXIR INDUSTRIES, ET AL

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

## SCHEDULE

It is agreed that Item #5 of the declaration is as follows

Item #5 Description of primary insurance

No. 1 Carrier

General Liability

Bodily Injury Liability

\$100,000 each person

\$300,000 each occurrence \$300,000 aggregate products

Property Damage Liability \$100,000 e

\$100,000 each occurrence

\$100,000 aggregate

Automobile Liability

Bodily Injury Liability

\$100,000 each person

\$300 000 sach occurrence

Property Damage Liability \$100,000 each occurrence

No. 2 Carrier

Excess Umbrella Liability

difference between the applicable limits

of Carrier #1 and \$5,000,000

Each occurrence

\$5,000,000 aggregate



# EXCLUSION (Environmental Pollution)

# onmental Pollution;



The abo	7-1-72 Policy No. XCP 11145  INSURANCE COMPANY OF NORTH AMERICA  (Name of Insurance Company)  IVE IS required to be completed only when this endorsement is issued subsequent to the preparation of the policy
This endorser	nent modifies such insurance as is afforded by the provisions of any General Liability Insurance
	-
This insurai	nce does not apply
to bo	dily injury personal injury or property damage arising out of pollution or contamination
	(1) caused by oil or
	(2) caused by the discharge or escape of any other pollutants or contaminants unless such discharge or escape results from a sudden happening during the policy period neither expected nor intended from the standpoint of the insured



# CANCELLATION FOR NON PAYMENT OF PREMIUM End #3



No _XC	P 11145	·	Policy Period_	7-1-72 / 75	<u></u>	Effective Date of Endorsement	7-1-72
by I	SURAJICE	COMPANY	OF HORTH		·		
·	The above	e is required to b	e completed only w	(N me of in rance when this endorsemen		uent to the preparation of th	e policy
				rdance with the c s actually unpaid	ancellation con	dition for non payment (	of all
_ -	or any pr	ordon or the p	-	s actually ulipaid			
		_	-				





Named Insured.			
	1-72/75	Effective Date of Endorsement	7/1/72
INSURALICE COMPANY OF NORTH AMERI	CA		
· · · · · · · · · · · · · · · · · · ·	n f 1 s Comp y) his endorsement is issued subsequent	to the preparation	of the policy
The above is required to be completed only when the second that the numed insured is Elixir Irdustries (a California Corporation and Son, Inc.  Tru-Form, Inc.  Atomic Pisposer Corporation Custom Aluminum Manufacturing Co. Inc.  Roland B. Sahm. In Individual Pomona A. Sahm, an Individual Jerry Rapport in Individual Jerry Rapport in Individual Jerry Rapport in Individual Howard F. Hard Inc.  Ward Associates Inc.  Ward Properties Inc.  DCA Travel Trim & Vent Co.  Alum-1-Form Company Broadway Tetals & Fabricators Fortness Tobile Products  T. L. Steel Company Eroadway-Elkhart Fixile	amended to read as		of the policy
R. L Extrusions  ! obile Trim  Fume & Co. Jun alco  TC Sumple Vecreational Vehicle Cente  Rear From Valuable Cente  Inactive Entities			
Alum-A-Form Company Alum-A-Form of Idaho Inc Broadway Aetals & Fabricators, Inc Broadway Elkhart Inc  OMF Corporation Elixir Corporation G & L Steel Corporation Torthwest Mobile Froducts Inc Travel Trim / Vent Co , Inc  Mobil Trim Inc  Corporation		ν	· · · · · · · · · · · · · · · · · · ·
Hilshire Insurance			
	AP/1r	Autho	or zed Age t



# INSURANCE COMPANY OF NORTH AMERICA INDIVIDUAL AS NAMED INSURED

It is agreed that

- (1) Such insurance as is provided by this policy shall apply only in connection with the conduct of a business of which the Named Insured is the sole owner Business means, trade, profession or occupation and the ownership, maintenance or use of farms and of property rented in whole or in part to others, or held for such rental by the Insured other than (a) the Insured's residence if rented occasionally or if a two family dwelling usually operated in part by the Insured or (b) garages and stables incidental to such residence unless more than three car spaces or stalls are so rented or held
- (2) With respect to the Persons or Entities Insured section
  - (a) Part (2) (c) (1) is deleted
  - (b) Part (2) (c) (1) is amended to read
    - (1) any employee thereof while acting within the scope of his duties as such "
  - (c) The first paragraph of part (2) (d) is amended to read as follows
    - (d) any person while using an automobile or aircraft owned by or loaned to the Named Insured or hired for use in behalf of the Named Insured and any person or organization legally responsible for the use thereof provided the actual use of the automobile or aircraft is by the Named Insured or with the Named Insured's permission. The insurance with respect to any person or organization other than the Named Insured does not apply under paragraph (d)
- (3) The following is added to the Conditions section of this policy

Employers As a condition to the recovery of any loss under this policy, Liability— with respect to personal injury to or the death of any Common Law employee(s) arising out of and in the course of employment by the Named Insured it is agreed that any common law defenses under any workmen's compensation law has not and will not be abrogated by the Named Insured In the event the Insured should, at any time during the policy period, abrogate such defenses such insurance as is afforded by this policy with respect to such employee(s) shall automatically terminate at the same time "

Nothing herein contained shall very after or extend any provision or condition of the policy other than as above stated

Effective Date 7/1/72

C 1661

PoxCBi Pbi45 No

at the hour specified in the policy

Issued to EXIXIR INCUSTRIES ET AL

Hilshire InsuradoshonentyAdept31/72 AP/Ir

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

Charles K Cox
President.

100M 11 6 67 Ptd USA

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured)

- A WHEREAS the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies in cluding renewals or replacements thereof on the same basis are herein called the primary insurance) which are providing the insurance described in Item 5 (De scription of Primary Insurance) of the declarations
- B NOW this certificate is to idemnify the Insured in accordance with the applicable insuring agreements exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations
- C The insurance afforded by this certificate shall follow that of the primary insurance except
  - (1) anything in this certificate or the primary insurance to the contrary notwithstanding INA -shall not be obligated to assume charge of the settlement_or defense of any claim_or suit brought or proceeding instituted against the Insured but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim suit or proceeding which appears reasonably likely to involve INA in which event the Insured and INA shall cooperate in all things in the defense or control of such claim suit or proceeding but no obligation shall be incurred on behalf of INA without its consent being first obtained however in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured the claimant and INA then the Insured may pay the amount of excess loss to the claimant to effect settlement and upon submission of due proof thereof INA will indemnify the Insured for such payment or INA will upon request of the insured pay such amount to the claimant on behalf of the

- Insured (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance (3) where amended by endorsement attached hereto
- D The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate
- E INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable
- This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents or by mailing to INA written notice stating when thereafter such cancelation shall be effective it being agreed however that in the event of can celation or termination of the primary insurance this certificate to the extent of such cancelation or ter mination shall cease to apply at the same time with out notice to the Insured This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when not less than thirty (30) days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing
- G If the period of the primary insurance is not concurrent with the terms of this certificate it is agreed that for the purpose of determining INAs liability for loss in excess of the aggregate limits where applicable of the primary insurance only loss happening during the term of this certificate shall be included

IN WITNESS WHEREOF INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary Treasurer at Philadelphia Pennsylvania and countersigned by a duly authorized agent of the company

ent	Secretary Treasurer
	Pres dent



# INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Wilshire Insurance_Agency

Attached to and hereby made a part of Certificate of Excess Insurance No XCP 11145

DECLARATIONS

NEW

Item 1 Name of

ELIXIR INDUSTRIES, R & L EXTRUSIONS, INC

Insured - WARD & SON, INC

Item 2

17809 South Broadway

Gardena California 9024

CANCELLE

Item 3 Certificate Term — From - 7-1-72

To ~7-1-75

12-01 A M standard time at the address of the insured as stated in Item 2 above

Item 4 Primary Insurance -

**Primary Carriers** 

**Policy Numbers** 

Policy Periods

1) Gulf Ins Co

GA 7710499

7-1-72 / 75

2) - Harbor Ins Co

#113085

7-1-72 / 75

Item 5 Description of Primary Insurance -

See attached schedule

Item 6 Description of Excess Insurance —

Bodily Injury Liability and Property Damage Liability, both combined \$5,000,000 each occurrence \$5,000,000 aggregate Excess of Item 5

Item 7 Premium --

\$12 000 00 payable as follows 4 000 00 due at inception 4 000 00 due 7-1-73 4 000 00 due 7-1-74

of the property

Item 8 attached hereto and made a part hereof
No 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC 1012)
LC1441 LC1426

8-4-72 AP/1g





## INSURANCE COMPANY OF NORTH AMERICA

Issued by ..

(Name of Insurance Company)

This Endorsement, effective

Forms a part of Policy No.

Issued to:

7-1-72

► XCP 11145

► ELIXIR INDUSTRIES, ET AL

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

## SCHEDULE

It is agreed that Item #5 of the declaration is as follows:

Item #5 Description of primary insurance

No. 1 Carrier

General Liability

Bodily Injury Liability

\$100,000 each person

\$300,000 each occurrence

\$300,000

aggregate products

Property Damage Liability \$100,000 each occurrence

\$100,000 aggregate

Automobile Liability

Bodily Injury Liability

\$100,000 each person

\$300,000 each occurrence

Property Damage Liability \$100,000 each occurrence

No. 2 Carrier

Excess Umbrella Liability

difference between the applicable limits of Carrier #1 and \$5,000,000

Each occurrence \$5,000,000 aggregate



# EXCLUSION

(Environmental Pollution)

End. #2



Named Insured	ELIXIR INDUSTRIES., ET AL	
Effective	7-1-72	Policy No. XCP 11145
Issued by	INSURANCE COMPANY OF NORTH	
I	he above is required to be completed only when this endorsem	nent is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

This insurance does not apply:

to bodily injury, personal injury or property damage arising out of pollution or contamination

- (1) caused by oil, or
- (2) caused by the discharge or escape of any other pollutants or contaminants, unless such discharge or escape results from a sudden happening during the policy period, neither expected nor intended from the standpoint of the insured.



# CANCELLATION FOR NON PAYMENT OF PREMIUM End #3



No _X	CP 11145	Policy Period	-1-72 / 75	Effective Date of Endorsement	7-1-72
i byI	NSURANCE COM	PANY OF NORTH AME	ERICA		
·	The above is requ		tam f I s Compa y) In this endorsement is issued	subsequent to the preparation of the	policy
_	This policy may	be cancelled in accordant the premium which is ac	nce with the cancellatio	n condition for non payment of	all
		-			
		-			
				,	
				ŧ	

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured)

- A WHEREAS the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies in cluding renewals or replacements thereof on the same basis are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations
- B NOW this certificate is to idemnify the Insured in accordance with the applicable insuring agreements exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations
- C The insurance afforded by this certificate shall follow that of the primary insurance except
  - (1) anything in this certificate or the primary insurance to the contrary notwithstanding INA shall not be obligated to assume-charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured but INA shall have the right and be given the oppor tunity to associate with the Insured in the defense or control of any claim suit or proceeding which appears reasonably likely to involve INA in which event the insured and INA shall cooperate in all things in the defense or control of such claim suit or proceeding but no obligation shall be incurred on behalf of INA without its consent being first obtained however in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured the claimant and INA then the Insured may pay the amount of excess loss to the claimant to effect settlement and upon submission of due proof thereof INA will indemnify the Insured for such payment or INA will upon request of the Insured pay such amount to the claimant on behalf of the

- Insured (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance (3) where amended by endorsement attached hereto
- D The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate
- E INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable
- F This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents or by mailing to INA written notice stating when thereafter such cancelation shall be effective it being agreed however that in the event of can celation or termination of the primary insurance this certificate to the extent of such cancelation or ter mination shall cease to apply at the same time with out notice to the Insured This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when not less than thirty (30) days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing
- G If the period of the primary insurance is not concurrent with the terms of this certificate it is agreed that for the purpose of determining INAs liability for loss in excess of the aggregate limits where applicable of the primary insurance only loss happening during the term of this certificate shall be included

IN WITNESS WHEREOF INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary Treasurer at Philadelphia Pennsylvania and countersigned by a duly authorized agent of the company

Colesg d		Pres d ni
	Agent	Secretory Treasure



# ADVICE OF CANCELLA ION



INSURANCE COM	APANY OF	NORTH AMERICA	A
# C of Inscred	Exixir	Industries,	etal

BAS S PAC RATA SHORT RATE DEFLAT PRES FULL ENRICH

General Accounts
(Wilshire Ins. Agency)

FECEN, GARAGE



### PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

## CERTIFICATE OF INSURANCE

Date Issued

6/10/76

TO

Z 0078 (3/74) 5M P td USA

Convert-A-Van 2323 - 190th Street Redondo Beach, California 90247 NAMED INSURED & ADDRESS

Elixir Industries, Inc., a California Corporation. 17809 South Broadway Gardena, California 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(ies) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

TYPE OF POLICY HAZAROS	POLICY NUMBER(S)	POLICY	PERIOD	LIMITS OF	LIADILITY
THE OF TOEST MALKINGS	702101 110110211(07	FROM	TO	Limits of	CINDICITI
A General Liability  Premises Operations (Including Incidental Contracts as defined below)  Owners and Contractors Protective  Completed Operations/Products  Contractual (as described in footnote below)	zcg 00 15 42	7/7/75	7/7/76	\$ \$ See Below*	Each Occurrence Aggregate Completed Operations/Products
Premises Operations (Including Incidental Contracts as defined on reverse of this form.)			<del></del>	\$	Each Occurrence
Form )  Contractors Protective				\$	Aggregate Prem /Oper
0 <b>x</b> 1		•		\$	Aggregate Protective
Completed Operations/Products			}	\ \ \$	Aggregate-Completed Operations/Products
Contractual (Specific type as described in footnote below)		İ		\$	Aggregate-Contractual
CERTIFICA	ITES INSURANCE			and Prope	ectily Injury exty Damage eac ce and in the
Contractual Footnote Subject to all the policy ments / all contracts (check applications)			rage is provided a	as respects □ a contract / □	purchase order agree E D
Name of Other Party Dated (if applicable)		Contract No	(if any)	i	1 5
Description (or Job)		Contract No	· · · · · · · · · · · ·	<b>-</b>	-
	written (1) lease of premises (2) e ortaking to indemnify a municipali wator maintenance agreement	asement agreeme by required by mu	nt except in conr nicipal ordinance	nection with construction or c except in connection with w	demolition operations on ork for the municipality

PRODUCER COPY #1

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A tho zed Representat e

Ву_



### PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

# CERTIFICATE OF INSURANCE

Date Issued

May 24, 1976

TO

UNITED STATES GYPSUM CO 9306 Sorensen Avenue Santa Fe Springs, CA. 90670 NAMED INSURED & ADDRESS

ELIXIR INDUSTRIES, INC , a California Corp. 17809 South Broadway Gardena, California 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policylies) it certificates

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TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY	PERIOD	LIMITS OF LIABILITY
THE OF TOCIOTING	102.01 110	FROM	TO	CIMITS OF EIABILITY
A General Liability  Premises Operations (Including Incidental Contracts as defined below)  Owners and Contractors Protective  Completed Operations/Products  Contractual (as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	\$ See Below* Aggregate Completed Op rations/Produc
Premises Operations (Including Incidental Contracts as defined on reverse of this form)  Owners and Contractors Protective  Completed Operations/Products  Contractual (Specific type as described in footnote below)				\$ Each Occurrence  \$ Aggregate Prem /Oper Aggregate Protective \$ Aggregate Completed Operations/Produc \$ Aggregate Contractual  \$\$300,000 Bodily Injury and Property Damage each occurrence and in the aggregate.

	<u></u> 1				
Premises Operations (Including Incidental Contracts as defined on reverse of this form)  Owners and Contractors Protective  Completed Operations/Products  Contractual (Specific type as described in footnote below)				\$ \$ \$ \$ \$ \$ \$ \$ \$	Each Occurrence Aggregate Prem /Oper Aggregate Protective Aggregate Completed Operations/Produc s Aggregate Contractual
B				and Prope	Bodily Injury erty Damage each ee and in the
or adjacent to a railroad (3) unde (4) sidetrack agreement or (5) elev	ble blocks) between the Insured an written (1) lease of premises (2) ea rtaking to indemnify a municipality	Contract No (i sement agreement r required by munic	fany) except in connei	ction with constructi	on or demolition operations on
Z 0078 (3/74) 5MP td USA		Ву		Autho zed R p es	tat e
	PRODUCE	R COPY #1			
				<del></del>	

# CERTIFICATE OF INSURANCE

EARS ROEBUCK AND CO	
EARS ROLBOOK ARD CO	
ELIXIR INDUSTRIES, INC , a California Corp	
AME OF INSURED	00240
17809 South Broadway Gardena California	90249 zir code
Elixir Window Corp & Exilir Explorations	
absidiaries or affiliated companies also covered under the policies	
GENERAL LIABILITY INSURANCE	LIMITS OF LIABILITY
Name & address	Bodily Injury Fach
of Insurance Company California Union Insurance Co	\$ Occurre
Effective Expiration	- Cooling
Policy Number ZCG 00 15 42 Effective Expiration Date 7/7/75 Date 7/7/76	\$ Aggreg
	Property Damage
LA A.B.	Each
Products Liability with Broad Form Vendors or Standard G114 Endorsement in favor of	\$ Occurre
Sears Roebuck and Co For all goods or products sold to Sears Roebuck and Co	
Contractual Liability covering provisions of Purchase Orders and/or Contracts between	\$ Aggreg
Insured and Sears Roebuck and Co	
	or Combined Single Limits
	Each
other than Bureau policy or endorsements attach copy to this ce t ficate	Each
	\$ 300,000 00 Each Occurr
other than Bureau policy or endorsements attach copy to this cell if cate  XCESS LIABILITY INSURANCE	\$ 300,000 00 Each Occurr
XCESS LIABILITY INSURANCE  Type of	\$ 300,000 00 Each Occurr
Type of Policy	\$ 300,000 00 Each Occurr
XCESS LIABILITY INSURANCE  Type of	\$ 300,000 00 Each Occurr
Type of Policy	\$ 300,000 00 Each Occurr
Type of Policy  Company  Effective Expiration	\$ 300,000 00 Each Occurr
Type of Policy	\$ 300,000 00 Each Occurr
Type of Policy  Company  Effective Expiration	\$ 300,000 00 Each Occurr
Type of Policy  Company  Policy Number  Effective Expiration Date  HIS IS TO CERTIFY THAT	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr
Type of Policy  Company  Policy Number  Effective Date  Expiration Date  HIS IS TO CERTIFY THAT Policies of insurance described above have been issued to the above named insured and are in force	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr
Type of Policy  Company  Policy Number  Effective Expiration Date  Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force If any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr
Type of Policy  Company  Policy Number  Effective Date  Expiration Date  HIS IS TO CERTIFY THAT Policies of insurance described above have been issued to the above named insured and are in force	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr
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Type of Policy  Company  Policy Number  Effective Date  Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force if any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address pated this  24 day of May  19 76at Los Angeles CITY	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr  Occurr  and at least ten days prior written notice
Type of Policy  Company  Policy Number  Effective Date  Expiration Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force if any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address pated this 24 day of May 19 76at Los Angeles  Montgomery & Collins, Inc	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr  Combined Single Limits  and  at least ten days prior written notice  CA 90010
Type of Policy  Company  Policy Number  Effective Date  Expiration Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force if any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address lated this  24 day of May  19 76at Los Angeles  Montgomery & Collins, Inc	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr  \$ Occurr  and at least ten days prior written notice  CA 90010  STATE ZIP C
Type of Policy  Company  Policy Number  Effective Date  Expiration Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force if any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address pated this 24 day of May 19 76at Los Angeles  Montgomery & Collins, Inc	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr  \$ Occurr  and at least ten days prior written notice  CA 90010  STATE ZIP C
Type of Policy  Company  Policy Number  Effective Date  Date  HIS IS TO CERTIFY THAT  Policies of insurance described above have been issued to the above named insured and are in force if any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address pated this  24 day of May 19 76at Los Angeles  Montgomery & Collins, Inc.  Montgomery & Collins, Inc.  MAME OF AGENT OR BROKER  3435 Wilshire Blvd A Los Angeles  California	\$ 300,000 00 Each Occurr  Combined Single Limits  Each Occurr  \$ Occurr  and at least ten days prior written notice  CA 90010  STATE ZIP C

Rev 7 75



PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

## CERTIFICATE OF INSURANCE

40	رے	<u>-</u> ,			Date	Issued	
	_	=	′	1	-	_	

May 6, 1976

NAMED INSURED & ADDRESS

Interparts Corp 230 West Rosecrans St. Gardena, CA. 90247 Attn W R. Ramsey

TO

Elixir Industries, Inc , a California Corporation 17809 South Broadway Gardena, CA 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(ies) it certificates

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TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY	·	LIMITS OF LIABILITY
THE ST FOLIOT WALKES		FROM	TO.	Elimito di Elimitetti
A General Liability Premises Operations (Including Incidental Contracts as defined below)  Owners and Contractors Protective  Completed Operations Products  Contractual (as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	\$ Each Occurrence  \$ See Below*Aggregate Completed Operations/Products
Premises Operations (Including Incidental Contracts as defined on reverse of this form)  Owners and Contractors Protective  Completed Operations Products  Contractual (Specific type as described in footnote below)		<b></b>		\$ Each Occurrence  \$ Aggregate Prem /Oper \$ Aggregate Protective \$ Aggregate Completed Operations/Products \$ Aggregate Contractual
8				*\$300,000. Bodily Injury and Property Damage each occurrence and in the aggregate

	e policy terms applicable specific contra applicable blocks) between the Insured a		as respects 🗌 a contract / 🗀 purchase order agree
Dated (if pplicable)		Contract No (if any)	
or adjacent to a railroad (	ns any written (1) lease of premises (2) ( 3) undertaking to indemnify a municipal (5) elevator maintenance agreement	easement agreement except in conn ity required by municipal ordinance	nection with construction or demolition operations on except in connection with work for the municipality

Z 0078c (3/74) 5M P ted

Autho zed Rep ese tat e

### CERTIFICATE OF INSURANCE

This is to Certify that pulicies in the name of

NAMED INSURED

ELIXIR INDUSTRIES Cop4

and ADDRESS

17809 5 BROADWAY

GARDENA, CA 90249

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTER THE COVERAGE AFFORDED BY ANY POLILY DESCRIBED HEREIN

are in orce at he da hereof as follows

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS		
HODVALEN C COMPENCATION		EH	Workme	n s Compensation Ins	STATUTORY
VORKMEN'S COMPENSATION' AND EMILOYERS LIABILITY		Ехр	Employers Liability Ins		
·	_			BODILY INJURY	PROPERTY DAMAGE
COMPREHENSIVE GENERAL		Eff	\$	000 Each occurrence s	DDC bach occurrence
LIABILITY		Exp	\$	000 Aggregate	00 Aggregate
MANUFACTURERS AND		EH	\$	000 E ch occur enc	000 Each occur erce
CONTRACTORS LIABILITY		Exp			J O Aggregate
OWNERS LANDLORDS		Eff	ę	007 E c nocur ence 4	0 Each o curre ce
AND TENANTS LIABILITY 1		Exp			un Argregate
CONTRACTUAL		EH	\$	000 Each occurr crit	00 Each occ rrence
LIABILITY		Exp	_		∩00 Aggrega e
AUTOMOBILE LIABILITY			}	1	
Owned Automobiles		EH	۶,	000 Each person	le pur ut uc
Hired Automobiles		Exp	1.	000 Each nucurren c	
Non Owned Automobiles			}	· · · · · · · · · · · · · · · · · · ·	
COMPREHENSIVE AUTO		Eff	\$	000 Each person	CuO Each accurrence
MOBILE LIABILITY		Exp	S	000 Each occurrence	
OTHER COMPT BUILDING	<u> </u>	Eff 7/7/75	\$300	000 BODILY INJURY	·
COMPLETED PERATIONS/PRODUCTS Z(	CG 00 15 42	Exp 7/7/76	{ . =	OPERTY DAMAGE	<del>-</del>
			<ul><li>LCOMB</li></ul>	INED SINGLE LIMIT alions new construction and de	EACH-OCCURRENCE-&

In the elect of any material change in or cancellation of said policies, the undersigned company will endeavor to give vice once on eleparty to whom the cert ficate s is ed but failu e to give such notice shall impose no obligation nor liability upon the company

AUGUST 25 1975

PECEIVE DName of

1JG 27 1975

CALIFORNIA UNION INSURANCE COMPANY

CERTIFICATE ISSUED TO

SEARS ROLBUCK AND CO

Sears Tower

NAMEChicago Illinois 60684

and ADDRESS

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1 200

( pertifi	CATE OF INSURAN	(E 1 973	WARD & SON II C	•	
This certific ( a is to be completed and Department 765, 425 N Michigan Ave C			AND CO Insura Herwise directa		
Name of Insured					
Address C		(	Zip C	- 1	
Address C	ity	State	21p C	ode	
Subsidiaries or affiliated companies al	so covered unde	r the policy			
TYPE OF LIABILITY POLICY		LIMITS OF L	IABILITY	<del></del>	
( ) Comprehensive General Liability	• • .	Bodily Injury			
( ) Manufacturers and Contractors Liabi ( ) Other (describe)	lity	\$	per	person	
Coverage		\$	per	accident	
1 Products Liability for all goods or sold to Sears, Roebuck and Co () N		Ś	agg	recate	
Broad Form Vendor's Endorsement in f		1,00,00	( UML INI D S I	Mili I III	
Sears Roebuck and Co ( ) No ( $^{\prime}$ ) Ye		Pı	roperty Damage		
of Vendor's Endorsement attached  2 Contractual Liability covering contr	act between	\$	per	accident	
Sears & Insured - ( ) No ( ) Yes - c		\$	agg	regate	
Endorsement attached		×,00,000	ما الالتاك	<u> </u>	
Name of Insurance Company	R SPRING	DAD, DALLAS	Zip Cod	e	
	1/1/72		//1 />		
Policy Number	Effective Dat	:e	Expiration D	ate	
THIS IS TO CERTIFY THAT  1 Policy of insurance described above is in force at this time and  2 If any such policy is cancelled or by this Certificate, at least ten described above.	changed so as t	co affect the continuous	coverage evaue such cancellati	on *	
or change will be sent to SEARS, RO Michigan Avenue, Chicago, Illinois	60611				
Dated this On day of _AUGUST	, $19_{3}$ at $N^{-}$	VPORT L'ACH	CAILI	LIA	
Name of Agent or Broker	<del></del>	——————————————————————————————————————			
, and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second					
1 [[ ()()] /\(\frac{1}{2}\) \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	) ', '() \(\Lambda(!) \text{-1}\) City	$( , ( \land ), ( ) )$	1111	Code	
	City	Stat	e 21p	Code	
By Caul Holdy	<del> </del>		Company Represe	ntative	
Rev 1/20/71 ' ' ' /					

## NAMED INSURED

ELIXIR INDUSTRIFS (A CALIFORNIA CORPORATION)
WARD AND SON, INC
TRU-FORM, INC
ATOMIC DISPOSER CORPORATION
CUSTOM ALUMINUM MANUFACTUPING CO, INC
ROLAND R SAHM, AN INDIVIDUAL
ROMONA A SAHM, AN INDIVIDUAL
JERRY RAPPORT, AN INDIVIDUAL
AGNESS RAPPORT, AN INDIVIDUAL
HOWARD F WARD, INC
WARD ASSOCIATES, INC
WARD PROPERTIES, INC
R & L EXTRUSIONS, INC

### DOING BUSINESS AS

TRAVEL TRIM & VENT CO
ALUM-A-FORM COMPANY
BROADWAY METALS & FABRICATORS
NORTH/EST MOBILE PRODUCIS
G & L STEEL COMPANY
BROADWAY - ELKHART
RIXILE
R & L EXTRUSIONS
MOBILE TPIM
FUMETCO
MTC SUPPLY
RECREATIONAL VEHICLE CENTERS OF AMERICA

### INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
EROADWAY ELKHART, INC
BUT CORPORATION
ELIXIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY OWNED SUBSIDIARIES

The same of the same

2 Also furnity your prient buyer of ears with a seller to heyer continuing guaranty in the moset forth below. This guaranty also remains in effect until revoked by source and Form A is multicipited.

The article compraint and cach shipment or other delivery hereafter made by (Name of Company) to or on the order of Sears Roebuck and Co. Chicago Illinois 60607 is hereby guaranteed as of the date of delivery to be on such date not misbranded within the ineaning of the Federal Hazardous Substances Act.

-	(Name of Company)
By_	
	(Name and Title)
_	(Address)
_	(Date)

### FEDERAL INSECTICIDE FUNGICIDE AND RODENTI CIDE ACT

Furnish your Parent buyer with a seller to buyer continuing guaranty in the form set forth below. This guaranty remains in effect until revoked by the source and no Form A is required.

The economic poisons comprising each shipment or other delivery hereafter made by (N line of Company) to or on the order of Sears Rochilek and Co. 925 So. Homin Ave. Chicago. Illinois 60607 are hereby guaranteed to be fawfully registered with the Secretary of Agriculture and to comply with all the requirements of the Federal Insecticide. Fungicide and Rodenticide Act, as of the date of such shipment or delivery.

_	(Name of Company)
Ву	
~	(Name and Title)
-	(Address)
-	(Date)

### FEDERAL FAIR LABOR STANDARDS ACT

### NOTE

As previously stated the Waye and Hour Administration has ruled that a continuing guaranty cannot be used

Print or stamp on each invoice to Sears the following guaranty Sign and deliver certification Form B to your parent buyer

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6-7 and 12 of the Fair Eibor Standards Act of 1938 as

the delimited qubit or sland orders issued thereunder

(No signature required)

# SEARS REQUIREMENTS FOR INDEMNITY AND INSUR ANCE AGAINST LOSS OR DAMAGES

### Your Legal Obligation

The following clause is printed on all of Sears contracts and purchase orders — and your acceptance of a contract or pur chase order legally obligates you to the extent of the terms therein

Seller agrees to protect defend hold harmless and in demnify Purchaser from and against any and all claims actions liabilities losses costs and expenses arising out of any actual or alleged infringement of any patent trademark or copyright by any merchandise furnished hereunder or arising out of any actual or alleged death of or injury to any person damage to any property or any other damage or loss by whomsoever suffered re sulting or claimed to result in whole or in part from any actual or alleged defect in such merchandise whether latent or patent including actual or alleged improper construction or design of said merchandise or the failure of said merchandise to comply with specifications or with any express or implied warranties of Seller or arising out of any actual or alleged violation by such merchandise or its manufacture possession use or sale of any law statute or ordinance or any governmental administrative order rule or regulation. These agree ments and obligations of Seller shall not be affected or limited in any why by Purchaser's extension of express or implied warranties to its customers except to the extent that any such Purchaser's warranties expressly extend beyond the scope of Seller's warranties express or implied to Purchaser

Seller agrees to obtain and maintain at its expense during the term of this Contract a policy or policies of Products Liability Insurance with Vendor's Endorse ment naming Purchaser in such amounts and in such companies and containing such other provisions which shall be satisfactory to Purchaser covering purchases of merchandise made hereunder All such policies shall provide that the coverage thereunder shall not be terminated without at least 10 days prior written notice to Purchaser

### Importance of Products Liability Coverage To You

Under the terms of the preceding clause you are legally obligated to defend and pay all costs and expenses arising from any claim whatsoever brought against you or Sears regarding the merchandise you have sold to Scars. It is therefore to your own advanting to carry insurance that protects both yourself and Scars against possible losses of this type.

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Except for hose few companie the have the financial hading required for being withou urance the most feasible protection is that offered by Products Liability Insurance. It is Sears policy to require every source to carry P oducts Liability Insurance.

Your Products Liability Insurance should be with a reputable insurance company with limits of liability of at least \$250,000/\$500,000 for Bodily Injury and \$50,000 for Proper ty Damage However many types of merchandise warrant higher limits of coverage and should be discussed with your insurance broker. It is also important that your Products Liability Insurance include the Broad Form Vendors Endorse.

ment in favor of Se _ in order that your insurance company will be obligated to _ nd for you any suits brought against Scars arising from your merchandise

### Certificate of Insurance

To provide Sears with evidence of your insurance coverage you are to deliver to your Buyer (or the Controller of the Parent Department) copies of the two forms illustrated (pages 6 9 and 6 10). A new Certificate of Insurance must also be furnished each year prior to the expiration of your Products Liability policy.

# CERTIFICATE OF INSURANCE

Products Liability

SEARS ROEBUCK AND CO Mdse Control	ller D/628	Sears Tower Chic	ago IL 60684	
NAME OF INSURED				
		· —		
ADDRESS	CITY	STATE	ZIP CODE	
Subsidia so affilled compleato o dund thip	ol c e			
*GENERAL LIABILITY INSURANCE			LIMITS OF LIABIL	ITY
Name & address			Bodily Injury	
of Insurance				Each
Company		F	\$	_ Occurence
Policy Number	Effective Date	Expiration Date	\$	Aggregate
			Property Damag	
			Troporty Burney	Each
Products Liability with Broad Form Veni and Co For all goods or products sold to			\$	_Occurence
Contractual Liability covering provisions Insured and Sears Roebuck and Co	of Purchase Orders a	and/or Contracts between	\$	Aggregate
EXCESS LIABILITY INSURANCE		***	Combined Single L	ımıts
				<del></del>
Type of Policy			\$	Each Occurence
Name & address of Insurance Company				
Policy Number	Effective Date	Expiration Date		
*If other than Bu eau policy or endo sements attach copy t	to this certificate		·	
THIS IS TO CERTIFY THAT  1 Policies of insurance described above have been is	sued to the above na	med insured and are in force	and	
2 If any such policy is cancelled or changed so as to such cancellation or change will be sent of the SE	_	· · · · · · · · · · · · · · · · · · ·		n notice of
Dated thisday of	19 at	CITY	STATE	ZIP CODE
NAME OF AGENT OF BROKER	<del></del>			
ADDRESS OF AGENT OR BROKER	CITY	STATE	ZIP CODE	
Ву			Authorized R	epresentative

12314 (See Bulletin M 109)

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CERTIFICATE OF INSURANCE

#### **PRODUCT LIABILITY**

The Insurer agrees to extend coverage to Montgomery Ward & Co Incorporated as an additional insured for Products Liability coverage with a Broad Form Vendors Endorsement

This cert	ificate is issued in conjunction	with the following Nam	ed Insured	
	Company			
	Location			
	address		cıty	state
	Subsidiary or Affiliated			
	Companies Also Covered			
	Under this Policy			
Policy In	nformation			
	1 Name of Ins Co			
	2 Policy No		_	<del></del>
	3 Type of Policy			
	3 Type of Policy 4 Policy Period From		То	
	5 Limits of Liability			
	Bodily Injury			Property Damage
	<u> </u>			<del></del> _
	\$			per occurrer e
	\$	per occurrence	\$	aggregate
	\$;	nggregate		
this tim		surance described above ancelled without first gi	has been issued to	ittached to this certificate the named insured and is in force a ird & Co Incorporated a written 10
•			Authorized Representat	
	eturn this certificate and Broad	Form Endorsement or	any subsequent notic	
	Mr J J Beiber  Dept Merchandise Co Dept No 68 Loc			Box No. 8339
	Dept Merchandise Co	ntrol Manager		Box Nchicago
	Dept No -68			State & Zip 111 60680
	Loc C-3			



(herein called the Company )

PHILADELPHIA PENNSYLVANIA 19101
A CALIFORNIA STOCK COMPANY

-CEL , ICATE OF INSURANCE

Date Issued

August 4, 1975

то

NAMED INSURED & ADDRESS

Hontgomery Ward & Co Inc. P O Box \$339 Chicago, Illinois 60680 Elixir Industries 17809 S. Broadway Gardena, Ca. 90249

This is to certify that the following described policy(les) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(les) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY	PERIOD	LIMITS OF LIABILITY			
TIPE OF POLICI HAZARDS	PULICI NUMBER(3)	FROM	TO	LIMITS OF L	INDICITI		
A General Liability  Premises Operations (Including Incidental Contracts as defined below)							
Owners and Contractors Protective				\$	Each Occurrence		
Completed Op rations Products	ZCG 00 15 42	7/7/75	7/7/76	SEE BELOW	Aggregate Completed Operations/Products		
Contractual as described in footnote below)				1			
Premises Operations (Including Incidental Contracts as defined on reverse of this form)				\$	Each Occurrence		
Owners and Contractors Protective				\ \ s	Aggregate Prem /Oper		
				<b>)</b> \$	Aggregate Protective		
Completed Operations/Products				\$	Aggregate Completed Operations Products		
Contractual (Specific type as described in footnote below)				/ s	Aggregate-Contractual		
8				*\$300,000 Bod. and Property 1 Combined Single each occurrent aggregate.	Panage Le Linit		

Contractual Footnote Subject to all the policy te ments  all contracts (check applicable)		rage is provided as respects a contract / purchase order agree-
Name of Other Party		
Dated if applicable)	Contract No	(if any)
Description for Job		
	king to indemnify a municipality required by mur	nt except in connection with construction or demolition operations on inicipal ordinance, except in connection with work for the municipality
00/8 (3/74) 5M P d USA	Ву	Author zed Rep sental e

PRODUCER COPY #2

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A1069

S L ALEXANDER INSURANCE SERVICES 3435 WILSHIRE BLVD SUITE 2018 LOS ANGELES CA 90010 (213) 385 7182 TELEX 67 3259

#### **INSURANCE BINDER**

THIS IS TO CERTIFY that the undersigned have procured Insurance as hereinafter specified from certain Insurers Insurance described herein has been effected against which a Certificate(s) and/or Policy(ies) will be issued and in the event of any inconsistency the terms conditions and provisions of the Certificate(s) and/or Policy(ies) shall prevail

,	1
Assured and Address	Elixer Industries 17925 So Broadway Gardena, CA 90248
Limits	\$2,000,000 Excess Underlying
Coverage	Umbrella Liability
Remarks	Premium \$225,000 Minimum & Deposit
Schedule of Underwrite	ers _ % with Underwriters at Lloyd's London
	_ % with Certain Insurance Companies _ % withPinetop_Insurance_Company
Period30	days from
thereto as the Certi	is Binder to cease at the last above named date at the place of location of risk insured or at such time prior ficate(s) and/or Policy(ies) may be issued on the above risk or unless previously cancelled in writing ned are not the Insurers however Insurance has been effected by S. L. Alexander Insurance Services
Dated at Los	Angeles, CA This 25th Day of July 19 77
٣	_ ¬
	shire Insurance Agency
	Wilshire Place, Ste 400 S L ALEXANDER INSURANCE SERVICES
LOS	Angeles, CA 90005  By Cillean & Tkeulor
<del>-</del>	

This D clarations page with GENER I POLICY PROVISION:	S Form 8117 Coverage Parts an	d endorsements if an	t ued t form a part
THE HARTFORD 3 1 Fire Insurance of Accident and In	demnity Company	A City Fire Insura	rs Insurance Company ince Company
The INSURER shall be the Company designated herein by Co Code 5	POLICY NO 56	c 43003	34 E
DECLARATIONS Items 1 Named Insured and Address	ELIXIR INDUSTRIES 17809 S BROADWAY GARDENA, CALIF		R
The named Individual Partnership X Corporatu snsured is Joint Venture Other	- 10-1-77	10-1-78	
Producer Name and Address Agent Code 22025!	12 01 A M standard times		named insured as stated
WILSHIRE INSURANCE AGENCY	Audit Period Annual unless	pieled on m	Semi Annual Quarterly Monthly
The advance premium for this policy is as stated below I subject to such limits of liability as are stated therein and s	subject to all the terms of the	Coverage Parts for policy having refe	rming a part hereof erence thereto
SUMMARY OF AD  COVERAGE PARTS  Comprehensive General Liability Insurance	VANCE PREMIUMS	<u></u>	ADVANCE
			PREMIUM _
			s 1,242 00
Comprehensive Automobile Liability Insurance			s 13,242 00
Z Automobile Medical Payments Insurance			\$
Automobile Medical Payments Insurance Uninsured Motorists Insurance		···	\$ *
Automobile Physical Damage Insurance  Premises Medical Payments Insurance  Contractual Liability Insurance			s 6 100 00
Premises Medical Payments Insurance			\$
Contractual Liability Insurance			\$ > 1
Personal Injury Liability Insurance			
Garage Insurance			
·			\$
			\$
Form Numbers of Coverage Parts and endorsements not listed on Coverage	Parts forming part of Policy at issi	TOTAL	<u>                                     </u>
L3503-1, L3523-0, A3717-0, A3011-1		ADVANCE PREMIUM	20 584.00
If Policy Period more than one year Gross Premium \$ Premium is payable On effective date of Policy \$	Discount \$ 1st Anniversary \$		remium \$
4 Business of the named insured is	ELECTRICAL GOODS M		J.
5 During the past 3 years no Insurer has cancelled insurance issued- to the named insured similar to that afforded hereunder unless otherwise stated herein			

BY-BL 11/10/11/77

#### "ILSHIRE INSURANCE AGENCY

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

ACV

means Actual Cash Value

Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

COPY

S

PRODUCER



This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein (For use only if this Coverage Part is effective after the effective date of the Policy)
10/1/78 (at the hour stated in the policy) and form This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to ELIXIR INDUSTRIES FT AL The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows <u>Items</u> IN LIFU OF PREVIOUS SCHEDULE I (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability - each covered automobile **★**Covered S entered below means
As separately stated in the Schedule of
Covered Automobiles mad a part hereof' Coverages Automo Amount or ACV' (Actual Cash Valu ) Premiums Dedu tible biles FROT, AL-E-IB ATTACHED CA Comprehensive CA 1000 CA Collision C۸ CA Fire Lightning or Transportation CA CA Theft  $\mathbf{C}\mathbf{A}$ Windstorm Hail Earth CA quake or Explosion C٨ CA Combined Additional CA CA Towing
(N t vailabl n Calif rma) \$25 for each disablement Form Numbers of Endorsements forming Maximum Limit of Liability Advance Premium part of this Coverage Part at issue for Endorsements Any one covered automobile AL 1A, ALS-1B (COMPOSITE 5905R All covered automobiles at any one location TOTAL ADVANCE PREMIUMS RATE FNDT.) 195E All covered automobiles Records to be submitted (M = monthly= quarterly = semi annually (b) Explanation of above entries designating the covered automobiles to which this insurance applies under each Coverage afforded ★ CA 1=all covered automobiles CA 5= the covered automobiles described in the When also entered with CA 1 2 3 or 4 CA 2=all registered covered automobiles Schedule of Covered Automobiles made 6 = excluding vehicles leased to the named a part hereof (including newly acquired vehicles subject to the provisions of CA 3=all covered automobiles of the private insured excluding under Collision Coverage passenger type

CA 4=all covered automobiles of the com paragraph (b) of the covered automo any vehicle not having an actual cash value of at least \$ mercial type Schedule of Covered Automobiles as of effective date of this insurance
(a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item 1 above) Rates Advance Premiums Identificati N (I) N f Cyls. Serial No. (S) M t N (M) Mod i P incipally garaged in (T w Stat ) Year Model Body Type Capacity T ad Nam (Tru k Load Gall nag Bus Seating) AS PIR SCHEDITE ON FILE WITH COMPANY y to d Cog eth th Twing is pybl ppear t th *nam dinsu d*andth LoPy n Purchased
M /Y —N w (N) Used (U) (b) 1 2 (c) Limit of Liability-each covered automobile Advance Premiums described in (a) above and covered for AUTO N Rates erg eth Et than Collini Collina Cov V Cov O Cov P Cov Q Cov R Cov S Cov T Ded cabl Ded chbl 1

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF-4 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes
effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy
by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

The Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes

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The Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company at its coverage part takes

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The Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

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Totals |\$

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- (1) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (11) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehicle is newly acquired by the named insured during the policy period provided however that
  - it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered auto mobiles and
  - (11) the named snsured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wigon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and business use

#### V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured s Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s failure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) file with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to any loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with payment for my resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named snsured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall be against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

(continued)

#### 5 Other Insurance

If the named insured has other insurance against a loss covered by this insurance the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss provided how ever with respect to any covered automobile newly acquired during the policy period and not described in the schedule this insurance shall not apply to any loss against which the named insured has other valid and collectible insurance

#### 6 No Benefit to Bailee

None of the provisions of this insurance shall inure directly or in directly to the benefit of any carrier or other bailee for hire

#### 7 Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes

#### STATE EXCEPTIONS

KANSAS — If this insurance is issued in the State of Kansas the following applies

- 1 In the Named Insured's Duties in Event of Loss Condition paragraph (a) is amended to read
  - (a) use every reasonable means to protect the covered automobile (whether or not this insurance applies to the loss) from further loss reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- 2 In the Appraisal Condition the term 30 days is substituted for 60 days

NORTH CAROLINA - If this insurance is issued in the State of North Carolina the following applies

Proofs of Loss — The failure of the named insired to furnish proofs of loss as required by the terms of this insurance shall not debar him from recovery hereunder unless within fifteen (15) days after receipt of notice of loss the company or its representatives shall provide the named insured with a blank or blanks in duplicate in the form approved by the lisurance Commissioner to be used for the purpose of making such proofs of loss

Comprehensive	General	Lyabelity plus grange Doyerages Roy

			N/C
Und Approved	Confidential Report	Und	Notes
Quality Control			

56 C 430034 This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective 10/1/78

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES FT AL

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIFU OF PREVIOUS SCHEDULE SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverages	Advance Pr	emiums		Limi	ts o	f Llabi					
A — Bodily Injury Liability	\$			s	1	•	000	each oc	curren	ice	
	589.			_							
				\$				aggrega			
B — Property Damage Liability	^{\$} 653.			\$		<u> </u>		each oc		ce	
Dallar Olas III alla	<u></u>	- <del> </del>	<del></del>	\$		<u> </u>	000 aggregate				
Rating Classifications Entries herein except as specifically provided else	Code No	Premium Bases	Rates			Advance Premiums			_		
where in this policy do not modify any of the othe provisions of this policy	r Code No		ВІ	ļ	P D		ВІ		PD		
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(a) Per (b) Per (c) Per (d) Per	Linea \$100	r Foo	ot temun			į		
(b) Escalators		(e) Landings	(e) Per	Land	ing						
(c) Independent Contractors		(f) Cost	(f) Per	\$100	of C	ost					
(d) Completed Operations		(g) Receipts	(g) Per								
(e) Products		(h) Sales	(h) Per	\$1 00	00 of	Sales					
ATTACHED (PER SCHEDULE ON PILE WITH COMPANY)			_				3	08 F		342 - -	! <b>1</b>
										-	
Form Numbers of Endorsements forming part of thi L81-B(COMPOSITE RATE ENDT.) The Policy Period is more than one fear after Pre-	3112-2.	63012-2	T01			ANCE	\$	589.	\$	653	3.

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



#### THE HARTFORD

#### Comprehensive General Liability Insurance Coverage Part (Continued)

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) If the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business.
- (b) if the named insured is designated in the declarations as a part nership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and
- (e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law
  - (i) an employee of the named insured while operating any such equipment in the course of his employment and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to

- bodily injury to any fellow employee of such person injured in the course of his employment or
- (2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any per son described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage ansing out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

#### III LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy (2) persons or organizations who sustain *bodily injury* or *property damage* or (3) claims made or suits brought on account of *bodily injury* or *property damage* the company's liability is limited as follows

Coverage A — The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as aggregate

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of *property damage* liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage—to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage lia bility stated in the schedule as aggregate

- (1) all property damage ansing out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liabil ity is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alter ations at such premises which do not involve changing the size of or moving buildings or other structures
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1) (2) and (3) above and under subpara graphs (1) and (2) separately with respect to each project away from p emises owned by o ented to the *named nsu ed* 

Coverages A and B — For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as ansing out of one occurrence

#### IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory

#### WILSHIRE INSURANCE AGENCY



N/C

#### THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date 10/1/77

12:01 A. M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

## THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY THE ACTUAL STANDARD PREMIUM WILL BE DEVELOPED AS POLICYS

#### GENERAL LIABILITY

TEXAS	031R .034E	P.D. -023R 026E	.054R .060E
NORTH CAROLINA	.017R	.046 <b>R</b>	.063R
	.018E	050E	068E
AUTO LIABILITY	B.I.	PD.	COMBINED
TEXAS	116.89 <b>r</b>	88 97R	205.86R
	79.89e	60 81E	140.70E
NORTH CAROLINA	131.32R	109.53R	240 85 <b>R</b>
	89.76E	74.86E	164 62E

mg 7/4/78

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

# ATTACH FORMS ALONG THIS MARGIN BELUW IRIS MARK .

#### Comprehensive General Liability Insurance Coverage Part

Und Approved	Con Report	itial	Und	Notes	-
Quality Control	İ		ł		

56 C 430034E

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

#\$1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

		remiums		Limits of Liability				
A — Bodily injury Liability	s 589	00		s *	000 each occ	urrence		
				s *	000 aggregate			
B — Property Damage Liability	s 653	00		\$ *	000 each occ	urrence		
	L <u></u> -			\$ #	000 aggregate	e		
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the other	Code No	Premium Bases	Rates		Advance Prem	iums		
where in this policy do not modify any of the other provisions of this policy	,   0000 110	Tremain Bases	Ві	PD	BI	PD		
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	100 Sq Ft of Area Linear Foot \$100 of Remun \$100 of Receipts	}			
(b) Escalators		(e) Landings	(e) Per	Landing	1	1		
(c) Independent Contractors		(f) Cost	(f) Per	\$100 of Cost	]	1		
(d) Completed Operations		(g) Receipts	(g) Per	\$1 000 of Receipts	3	ļ		
(e) Products		(h) Sales	(h) Per	\$1 000 of Sales				
					INCL	INCL		
(PER SCHEDULE ON FILE WITH COMPANY RE-INSURANCE	2		-		INCL.	INCL		
•			-					

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL-3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



#### **Boats**

Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that

- 1 The exclusion relating to watercraft does not apply to watercraft described below
- 2 The Persons Insured provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured provided the actual use thereof is with the permission of the named insured
- 3 The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable

#### **SCHEDULE**

Description/Classification of Watercraft	Code	Code Premium Basis		Rates each Watercraft		um
	Code Number	Number of Watercraft	ВІ	PD	ВІ	PD
ALL WATERCRAF	OWNED	BY THE NAME	INSURE	Þ		}
				1		
			-	}		-
			-	-		
	}			}		
					1	
	}					
	<del></del>	<u>_i</u>			.l	1

Minimum Premium \$	Bodily Injury Liability	\$	Property Damage	Liability
--------------------	-------------------------	----	-----------------	-----------

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

#### **Broad Form Property Damage Coverage** (Excluding Completed Operations)



Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date same as stated in the Declarations of the policy Effective hour is the

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

Classification

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

- The exclusions relating to *property damage* to (1) property owned occupied or used by or rented to the *insured* or in the care custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control and (2) work performed by or on behalf of the *named insured* arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)
  - (w) to property damage
    - (1) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping
    - except with respect to liability under a written sidetrack agreement or the use of elevators to
    - property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured
      - (b) tools or equipment while being used by the insured in performing his operations
      - property in the custody of the insured which is to be installed erected or used in construction by the insured
      - that particular part of any property not on premises owned by or rented to the insured (d)
        - upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or
        - (ii) out of which any property damage anses or
        - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on hebalf of the insured
  - with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection
- The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the *insured* such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as berein stated

This endorsement shall not be binding unless countersigned by a duty authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12.01\ A\ M$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

## THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY, THE ACTUAL STANDARD PREMIUM WILL BE DEVELOPED AS FOLLOWS

GENERAL LIABILITY		ВІ	PD	COMBINED
	TEXAS	065	049	114
	NORTH CAROLINA	035	096	131

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF \$ 114 PER \$100 OF TEXAS WORKER'S COMP PAYROLL AND A RATE OF \$ 131 PER \$100 OF NORTH CAROLINA WORKER'S COMP PAYROLL

AUTO LIABILITY		<u>B 1</u>	PD	COMBINED
	TEXAS	196 78	149 78	346 56
	NORTH CAROLINA	221 08	184 39	405 47

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING THE FOLLOWING RATES PER LICENCED VEHICLE INCLUDING TRAILERS & SEMI TRAILERS

VEHICLES GARAGED IN TEXAS \$346 56

VEHICLES GARAGED IN NORTH CAROLINA \$405 47

#### - CONT -

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent



Named Insured and Address

This endorsement forms a part of Policy No S66 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

#### AUTO PHYSCIAL DAMAGE

#### THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS

	FIRE/THEFT/CAC	COLLISION
TRACTORS	644	2 176
TRUCKS	952	3 312
ZONE RATE	990	3 600

#### PAGE 2

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authonzed Agent

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

This endorsement forms a part of Policy No. 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12.01 A. M. t and ird time at the address of the named insise d as stated herein.

The endor ement modified such in surface a constitute of the policy relating to the fill wing

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS HABIHITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE HABIHITY INSURANCE
OWNERS LANDIORDS AND TENANTS HABIHITY INSURANCE

#### **SCHEDULE**

Coverage		Amo	unt and Bas	is of Deductible
Bodily Injury Liability	\$	per claim	s	per occurrence
Property Damage Liability	s 250	per claim	s	per occurrence

Application of Lindorsement (Enter here involuntities in the policit in 1 this cider entertail in 1 mitation is entered the deductible apply to all loss have very case ed) —

It i agreed that

- 1 The conjust observation under the Bodily Injure Limbility and Impert Divinge I ability Coverage to producing on behalf it is in used upplied only to the amount of damages in excess of any deductible and the trated in the chedule above applicable to use coverage
- ? The deduct ble amount stated in the schedule apply a follows
  - (a) PER CLAIM BASIS—If the deductible is on a per claim bis the deduct ble amount applie under the Bodik linjur. Liability or lingured Liability Coverage respectively to all driving because of loadily to just a trained by one person or organization as the result of an one can rence.
  - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurre ce bas the deductible imount applie under the Bod ly Injur Liab I t or Propert Da mage Labil ty Coverage respectively to ill datages became of all hold in riju vior property da mage as the result of a tition of occurrence.
- 3 The term of the policy including tho e with respect to (a) the company right and duties with respect to the defense of uit and (b) the insured s dutie in the event of an occurrence apply are pective of the application of the deductible amount
- 4 The coil pile in pay any part or all of the deductible amount to effect ettlement of any claim or sult and upon notification of the act of them the na edinsured shall promptly reimbure the companion uch part of the deductible amount a habeem pid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counter igned by

Luthori ed 1gent

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No is used by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

17 01  $\lambda$  M standard time at the address of the named insused a stated here  $\alpha$ 

The endor election die lection in increase a laff rded by the provision of the policine relating to the fillowing

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### **SCHEDULE**

Coverage			\moui	it and I	Basis of Deductible
Bodily Injury Liability	s		per claim	\$	per occurrence
Property Damage Liability	s	250	per claım	۹	per occurrence

Application of Endorsement (Enter here Al mitht is a the application of the endirection of the little to an entered the discussion of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirection of the endirect

#### It i agreed that

- 1 The company obligation under the Bodily Injur Limbility and Propert Dunix elimbility Coloring to pay duning in bol ill or the insured applie only to the amount of damages in excess of any deductible in our tated at a chedule above a applicable to such a race
- ? The deductible amounts stated a the schedule apply as follow
  - (a) PER CLAIM BASIS—If the deductible is on a per claim by I roperty Di nage Lability Coverage respectively to all damage because of rodily ray is to need by one per control of the deductible of its property damage sustained by one per on or organization as the result of all concentrates.
- (b) PER OCCURRENCE BASIS—If the deductible is on a per occ reace base the deductible amount apple an ider the Bodil Injury Liability or I report. Damage Liability Coverage respectively to all damage lecause of all loddly supported and set the result of any one occurrence.
- 3 The term of the policy including tho exith respect to (a) the companing right and dutie there pect to the defence from and (b) the susured's dutie in the event of an occurrence apply irrespective of the application of the deductible amount
- 4 The company man pay any part or all of the deductible a mount to effect settlement of an old mor until addition at the taken the natived hall promptly reimburse the company for such part of the deductible amount is his been paid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counter igned by

1 uthors ed 1g st

# Amendment — Limits of Liability (Single Limit)



Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date Effective hour is the same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy re	elating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE	- (Coverage Part CGL)
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE	— (Coverage Part CAL )
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE	— (Coverage Part MC )
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE	— (Coverage Part OLT )
CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part K )

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Lim	nits of Liability
Bodily Injury Liability and Property Damage Liability	EGL-K	şi	000 000 each occurrence
	CGL-K	<b>\$1</b>	000 000 aggregate Division 1
		\$	000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability		\$	000 each occurrence

**Division 1** — Applicable to damages because of *bodily injury* and *property damage* as specified in paragraph (b) in the provision of this endorsement

Division 2 — Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company is liability is limited as follows

#### **Bodily Injury Liability and Property Damage Liability Coverage**

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

# Comprehensive Automobile Liability Insurance Coverage Part



This Coverage Part forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

#\$1 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

S — Bodily Injury Liability S  D — Property Damage Liability S  Wined Automobiles Premium Basi  YEAR MODEL BODY TYPE — TRUCK SIZE (TRUCK LOAD GALLONAGE BUS SEATING CAPACITY) MOTOR NO (M)  (TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE VITH CO	Descriptis — Per A (I) TOWN / THE AUT PRINCE	AND STATE IN WHICH TOMOBILE WILL BE IPALLY GARAGED			E OF USE	000 each person 000 each occur 000 each occur Advance I Coverage C	гепсе
YEAR MODEL TRADE NAME (TRUCK LOAD GALLONAGE BUS SEATING CAPACITY)  (TEXAS & HO CAROL INA CHLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	Descriptis — Per A (I) TOWN THE AUT PRINCE	tion of Hazar Automobile AND STATE IN WHICE TOMOBILE WILL BE IPALLY GARAGED		\$	# SE OF USE	Advance I Coverage C	Premiums Coverage I
YEAR MODEL TRADE NAME (TRUCK LOAD GALLONAGE BUS SEATING CAPACITY)  (TEXAS & HO CAROL INA CHLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	Descriptis — Per A (I) TOWN THE AUT PRINCE	tion of Hazar Automobile AND STATE IN WHICE TOMOBILE WILL BE IPALLY GARAGED		PURPOS	SE OF USE	Advance I Coverage C	Premiums   Coverage I
YEAR MODEL TRUCK LOAD GALLOMAGE DUS SERVAL NO (S) SERVAL NO (S) MOTOR NO (M)  (TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	is — Per A  (I) TOWN / THE AUT PRINCE	Automobile AND STATE IN WHICE TOMOBILE WILL BE IPALLY GARAGED				Coverage C	Coverage I
YEAR MODEL TRUCK LOAD GALLOMAGE DUS SERVAL NO (S) SERVAL NO (S) MOTOR NO (M)  (TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	(I) TOWN / THE AUT PRINCE	AND STATE IN WHICH TOMOBILE WILL BE IPALLY GARAGED				Coverage C	Coverage I
TRADE MAME (TRUCK LOAD GALLONAGE SERIAL NO (S) BUS SEATING CAPACITY) SERIAL NO (S) MOTOR NO (M)  (TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	THE AUTOPRINC	TOMOBILE WILL BE IPALLY GARAGED				Coverage C	Coverage I
(TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT A  (AND SCHEDULE ON FILE WITH CO	TTACHED			CLASS	FICATION		
AS PER COMPOSITE RATE ENDT A		<b>)</b>				INCL	INCL
(AND SCHEDULE ON FILE WITH CO		,				INCL	INCL
RE-INSURANCE		ı	}			1	
		•				INCL	INCL
Hired Automobiles Premium B	asisTots	al Cost of Hir	P			_	
			RATES PER \$10	M TOTAL	COST OF HIRI	_	
	ES OF USE ( )	ESTIMATED TOTAL COST OF HIRE	COVERAGE C		OVERAGE D	-	
Non Owned Automobiles Premium Basis- Il Number of Employees at all Locations  EXCLUDED  Numbers of Endorsements forming part of this Coverage  2036-3, A3718-0, A3795-0, A2458-0	ge Part at is	ssuc			ocations		
8-IB(COMPOSITE RATE ENDT )	<del></del>		TO	TAL	ADVANCI REMIUM		<u> </u>

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes reflect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

(a) P & B = Pleasure and Business C = Commercial

(b) PP = Private Passenger Automobile C = Commercial Automobile



#### **Deductible Liability Insurance**

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

1

12 01 A  $\,M$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BASIC AUTOMOBILE LIABILITY INSURANCE GARAGE INSURANCE

**SCHEDULE** 

Coverage	Deductible Amount	Basis
Bodily Injury Liability	s	each claim
	\$	each occurrence
Property Damage Liability	§ 250 00	each occurrence

#### It is agreed that

- 1 Under any coverage for v hich a deductible amount is designated above the company shall be liable up to the limit of liability stated in the declarations only for the amount of damages including damages for care and loss of services because of bodily injury or property damage otherwise payable thereunder in excess of such deductible amount
- 2 All the other terms of the policy shall apply as if the company were I able for such deductible amount
- 3 The deductible amounts stated in the schedule apply as follows
  - (a) PER CLAIM BASIS If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability Coverage to all damages including damages for care and loss of services because of bodily injury sustained by one person as the result of any one occurrence
  - (b) PER OCCURRENCE BASIS If the deductible is on a per occurrence basis the deductible applies
    - (i) under the Bodily Injury Liability Coverage to all damages including damages for care and loss of services because of all bodily injury or
    - (11) under the Property Damage Liability Coverage to all damages because of all property damage as a result of any one occurrence
- 4 The company may pay so much of the deductible amount as may be required to effect settlement of any claim or suit and the named insured shall upon notification of such payment promptly reimburse the company for such payment
- Note In California Indiana Minnesota New Jersey New York Oregon South Carolina Virginia Washington and West Virginia paragaph 4 is amended to read as follows

The company shall pry all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which has been paid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

#### Exclusion of Hazards Otherwise Insured



Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### It is agreed that

- I The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word excluded
- II The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance
- III With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability the insurance shall prior to such date apply only to loss in excess of the applicable limit a stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule

#### **SCHEDULE** II Expiration Date of Other Insurance DESCRIPTION OF HAZARDS (a) Owned Automobiles The ownership maintenance use loading or III Pr mary Insurance Date - Limits of Liability 000 each person unloading of any owned automobile described herein including any traile while being used therewith and any automobile while being used Cov C - \$ 000 each occurrence D. _ s Cov 000 each occurrence for the towing of any taile described herein (S) (M) w dS whith mbl will be plinged (I) 17 Expiration Date of Other Insurance (b) Hired Automobiles **EXCLUDED** The maintenance use loading or unloading of any hired auto tobile including any traile while being used therewith and any automobile while III Pr mary Insurance Date - Limits of Liability 000 each person Cov C - \$ 000 each occurrence being used for the towing of any hired trader Cov D - \$ 000 each occurrence II Expiration Date of Other Insurance (c) Non Owned Automobiles The maintenance use loading or unloading by any person (other than the named insured if the EXCLUDED III Primary Insurance Date - Limits of Liability 000 each person named insured is an individual) of any non owned Cov C - \$ 000 each occurrence automobile including any trailer while being used therewith and any automobile while being used for the towing of any non owned trailer Cov D - \$ 000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

#### **Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part**

COPY



56 C 430034E This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy) This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

SCHEDULE

Items

SCHEDULE

Items

Items

SCHEDULE

Items

SCHEDULE

Items

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability - each covered automobile **★**Covered 8 entered below means
As separately stated in the Schedule of
Covered Automobiles made a part hereof Coverages Automo-Amount or ACV'
(Actual Cash Value) Premiums Deductible biles CA O Comprehensive CA ENDT. AL-8-1A ATTACHED) CA Collision CA INCL CA Fire Lightning or Transportation CA IXCL CA ... R. Theft CA Windstorm Hail Earth CA quake or Explosion CA CA Combined Additional CA INCL Towing
(N t vallabl in California) CA \$25 for each disablement Form Numbers of Endorsements forming **Maximum Limit of Liability** Advance Premium part of this Coverage Part at issue for Endorsements Any one covered automobile ALS-IA, ALS-IB(COMPOS! All covered automobiles at any one location TOTAL ADVANCE **PREMIUMS** All covered automobiles 5 6, 100,00 exot.) Records to be submitted ( M = monthlyQ = quarterly = semi annually) (b) Explanation of above entries designating the covered automobiles to which this insurance applies under each Coverage afforded When also entered with CA 1 2 3 or 4 ★ CA 1=all covered automobiles CA 5= the covered automobiles described in the CA 2=all registered covered automobiles Schedule of Covered Automobiles made 6 = excluding vehicles leased to the named a part hereof (including newly acquired vehicles subject to the provisions of paragraph (b) of the covered automobile definition) CA 3=all covered automobiles of the private insured 7 = excluding under Collision Coverage any vehicle not having an actual cash passenger type

CA 4=all covered automobiles of the com mercial type value of at least \$ Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item I above) Rates Advance Premiums AUTO (a) Body Typo Capacity (Truck Load Gallonage, Bus Scatting) Identificate No.(I)
Serial No. (S) M for N (M) Principally garaged in (T wn State) Classifi CALION 1 er schedule on file with company y los der Co erages other than T wing is pay bl. as interest in present the named insured and th. Lo. P.y. named below (b) Me./Y -New (N) Used (U) 1 2 (c) Limit of Liability-each covered automobile Advance Premiums described in (a) above and covered for
Co erages other than Collinson
E ter
Rater AUTO Rates Cov V Cov O Cov P Cov Q Cov R Cov S Cov T

ACV means Actual Cash Value Totals \$ Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

Deductible

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF-4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

ACV

1 2 Deductable



Named Insured and Address

This endorsement forms a part of Policy No 56 C 430934E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### AUTOMOBILE PHYSICAL DAMAGE INS

#### FLEET AUTOMATIC PHYSICAL DAMAGE COVERAGE IS TO APPLY ONLY TO VEHICLES

- (A) 1973 ¢ NEWER AND
- (B) \$20,000 COST NEW & HIGHER

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A Printed in USA ISO

CONTRACTUAL	TIARILITY	INCHE	ANCE	/RIANKET	COVERAGE	— COVERAGE	PART
CONTRACTORE	LIUDIDII	1112011/	71100	(DEVIIIE)	COTDIGIOD	OUTLINE	1 171/1

PRODUCER'S COPY

U d App ved	iential port	U d N te	<del></del>
Quality C nt 1			

This Coverage Part forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### SCHEDULE

#### *\$1 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverages	Advance Premiums			Limits of Liability					
YB — Contractual Bodily Injury Liability	s INC	L		\$	\$ \$\dagger\$ 000 each occurrence				
ZB — Contractual Property Damage Liability	s INC	L		\$	*		000 each occu	ırrence	
				\$	*		000 aggregate	<u> </u>	
	Code			Rat	es		Advanc	e Premiu	ms
Designation of Contracts	No		В	1	P	D	В І	P	D
		( ) Co (	( ) P	\$100 f	Co t				
		(b) Sai	(b) P	\$1 000	f Sal	Ì		ļ	
AS PER COMPOSITE RATE ENDT							INCL	IM	CL
				i		ĺ			
		1							
form Numbers of Endorsements forming part of	this Coverag	e Part at issue	ТОТ	A.T. A	DV	ANCE	<del></del>	_	
L3139-5. AL68CGL-K(CSL)		•	101	PR	EMI	UMS	s INCL.	S BM	KL
f the Policy Period is more than one year the P	remium is P	avable				<del></del>	# 2704 Jan	K B	-
No official data of Dolon f									

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The following exclusions also apply

☐ Exclusion (p) — Products and Completed Operations

☐ Exclusion (q)—x c & u

#### COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

### COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* by reason of *contractual liability* assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or properly damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exercise the *insured* s rights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any suit after the applicable limit of the company s liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) (1) if the insured is an architect engineer or surveyor to bodily inju y or properly damage arising out of professional services performed by such insured including
  - (1) the preparation or approval of imps drawings opinions reports surveys change orders designs or specification and
  - (ii) supervisory inspection or engineering services
  - (2) If the indemnitee of the insured is an architect engineer or sur vevor to the liability of the indemnitee his agents or employees arising out of

The conditions and provisions printed on pages KB 2 and KB 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof counter ignature on the declaration page of and policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

# SUP"LEMENTARY COVERAGE ENDORSE" ENT PERSONAL NJURY AND ADDITIONAL INSURL Employees)

#### WILSHIRE INSURANCE AGENCY

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Named Insured and Address

ELIXIR INDUSTRIES 17809 SOUTH BROADWAY GARDENA, CALIF 90248

Effective date 10/1/77

12 01 A  $\,$  M  $\,$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### It is agreed that

- The Persons Insured provision is amended to include as an insured any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply
  - a to bodily injury or personal injury to (a) another employee of the named insured arising out of or 11 the course of his employment or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof
  - b to property damage to property owned occupied or used by rented to in the care custody or control of or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof

#### It is further agreed that

- Such insurance as is afforded under Coverage A with respect to bodily injury is extended to apply to personal injury as defined herein subject to the following additional provisions
  - 1 This insurance does not apply
    - a to liability for personal injury assumed by the insured under any contract or agreement
    - b to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
    - c to personal injury sustained by any person as the result of an offense directly or indirectly related to the employment of such person by the named insured
    - d to personal injury arising out of libel slander defamation disparagement or violation of an individual's right of privacy if the first publication or utterance of the same or similar material giving rise to the offense was made prior to the effective date of this insurance
    - to personal injury arising out of any publication or utterance of defamatory or disparaging material concerning any person organization or business enterprise or his or its products or services made by or at the direction of any insu ed with knowledge of the falsity thereof
    - to personal injury arising out of any publication or utterance of defamatory or disparaging material or material violating an individual s right of privacy made in the course or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured
  - 2 When used in reference to this insurance
    - n personal injury means
      - 1 injury sustained by any person or organization and arising out of a personal injury offense committed during the policy period within the policy territo y
    - b personal injury offense means
      - 1 false arrest detent on or imprisonment or malicious prosecution

MP

- 2 libel slander defamation disparagement or violation of an individual sir ght of privacy or
- 3 wrongful entry or eviction or other invasion of the right of private occupancy
- 3 The Limits of Liability ect on is amended in the following respect

The total liability of the company for all damages because of all personal injury to which this policy applies shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein tated

The endorsement shall not be binding unless counter igned by a duly authorized agent of the company provided that if this endorsement takes effect a of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counterst ned by

# Statement of Premium Adjustment for Liability and Property

n e	] Hartford	Fire Insurance Company Accident and Indemnity Company
ខ ៤	Hartford	<b>Accident and Indemnity Company</b>
ន ច្រ	Hartford	Casualty Insurance Company

<u>56 C 4300348</u>

**Policy No** 

Co

ទី 👩 New York Underwriters Insurance Company ខំ [7] Twin City Fire Insurance Company

10/1/77-10/1/78

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Corrected

Period of Policy

Date April 13, 1979

Same

Period of Audit or Report

Gardena, Calif	10248	<del> </del>	ا لـ	<u> </u>	<del>-</del>	<del></del>	<del></del>	<del></del>	
nption	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium	Deposit F	Premium P D
General Liab								261R 308E	311R
Texas Auto liab	Tx		1,040,765	031R 034E	324 354	023R 026E	239 271	4396R	3470
Texas	Tx		29	116 89R 79 89E	3,390 2,317	88 97R 60 81E	2,580 1,763	3004E	2372
Gen'l Liab North Carolina	NC		341,366	017R 018E		046R 050E	157 171		
Auto liab Worth Carolina	HC		24	131 32R 89 7oE	3,152 2,154	109 53R 74 86E	2,629 1,797		
Correction due t									
mum Premium Applies	Tota	l Exposure							+
5 4/12/79 mg/4/13/7		i Earned Pre	(	6.405	6,924 I 4,886 I		5,605 R 4,002 E	4677 3312	3781 271
··· · · · · · · · · · · · · · · · · ·	[*] Depo	osit and/or Re miums	eported Dep 7,989 9,713	7,090	17,702		13,585		
		itional Premii irn Premiums			5,892		3,978		
PH	NET In	PREMIUM A	DJUSTMENT (# 0168) \$1616 98-	94		DITIONAL	9,870		

PREMIUMS CALCULATED HEREON ARE SUBJECT TO REVISION AND APPROVAL BY THE HOME OFFICE

En- 00 0.2 P A4 1194

# Statement of Premium Adjustment for Liability and Property

ō	w	Hartford	Fire Insurance Company
ပ	[5]	Hartford	Fire Insurance Company Accident and Indemnity Compan
			Casualty Insurance Company

# 6 New York Underwriters Insurance Company
□ 7 Twin City Fire Insurance Company



Date____ March 30, 1979

Co Policy No	Period of P	olicy	Peri	od of Audit or R	<del>ep</del> ort
5 56 C 430034L		10/1/77-10/1/78		Same	
Elizir Industries Gardena, California 90	N'8	∏	nsurance Agen	cy 220251	
	40	<u> </u>			
		_ Ea	med _	Earned	Deposit Premiun

	State Class n Basis of Premium			Earned		Earned	Deposit Fi	Cilibria		
Description	State	Class n	Basis of Premium	Rate	Premium	Rate	Premium	BI	PD	
General Liab									281R 308E	311R 342F
Texas	IX		1,040	<b>,</b> 765	031F 034E	324 354	023R 026E	239 271		
Auto Liab										3470R 2372E
Texas	TX			29	116 39° 70 89E		86 97P 60 81E	2,580 1,763	ķ	
Gen'l Liab North Carolina	чс		341	, 366	017R 01SE	58 61	046R 050D	157 171		
Auto Lian					-					
North Carolina	нС			24	131 32R 89 76E		10^ 53R 74 86E	2,629 1,797		
Minimum Premium Applies	Tota	l Exposure							<u> </u>	
		l Earned Pre	ţ		105	6,924 P 4,886 E	1	5,605 I 4,002 E	3212	3781 2714
fb 3/30/79	Dep Prer	osit and/or Ri miums	eported Dep	7,889 6,202	9,495 10,425	14,691		16.020		
	Add	itional Premii	ıms				-		_	
,	Retu	ırn Premiums				2,881		7,313		
•	NET	PREMIUM A	DJUSTMENT			ADD	ITIONAL		_	
						RET	URN	10,194		
								•	- 0 · 1	1070

APR 01 10-0

#### aport of Exposura By Insured

The second	
	THE HARTFORD

8 [] Hartford Fire Insurance Company 8 [] Hartford Accident and Indemnity Company 8 [] Hartford Casualty Insurance Company

**⑤** New York Underwriters Insurance Company **⑥** [7] Twin City Fire Insurance Company

Supplemental **

Date September 8, 1978

Period of Policy Period of Audit or Report

5 56 C 430034 E 10/1/77-10/1/78 10/1/77-7/1/78

Elixir Industries

Gardena, California 90248

Wilshire Insurance Agency 220251

Description ** To correct auto liab	State Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
Auto Liab						
# of licensed vehicles WAS 1st quarter Garaged in Texas Garaged in No Carolina		35 × 28 ×	346 56 405 47	12,130 11,353	1/12 1/12	1,011 Cr 946 Cr
2nd Quarter Texas No Carolina		33 × 29 v	346 56 405 47	11,436 11,759	1/12 1/12	953 Cr 980 Cr
3rd Quarter Texas No Carolina		24 ¹ 18	346 56 405 47	8,317 7,298	1/12 1/12	693 Cr 608 Cr
SHOULD BE 1st quarter Texas No Carolina		35 28 ×	346 56 405 47	12,130 11,353	1/4 1/4	3,033 ¹ 2,838
2nd Quarter Texas No Carolina		33 29	346 56 405 47	11,436 11,759	1/4	2,859 2,940
3rd Quarter Texas No Carolina		24 18	346 56 405 47	8,317 7,298	1/4	- 2,079 1,825
DN 9/6-fb 9/8/78		Total Earn	led Premiums			10,383

NOTICE — The submitting of this form does not waive the right of the Company to inspect the records of Insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

**Grand Total** 

10,383

#### eport of Exposure By Insured

( ) ( ) ( ) ( ) ( ) ( )	
	THE HARTFORD

ଞ୍ଚି 🗓 Hartford Fire Insurance Company ଓ 🛐 Hartford Accident and Indemnity Company ଓ 🛐 Hartford Casualty Insurance Company ਚ 6 New York Underwriters Insurance Company ੦ [႗] Twin City Fire Insurance Company

			Date
ode	Policy No	Period of Policy	Period of Audit or Report
5	56 C 430034 E	10/1/77-10/1/73	4/1/78-7/1/78

Elizir Inquetries

Cardena, California 90248 Wilshire Insurance Agency 220251

Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
General Liability			Gross Payroll				
Texas Vorkers Compensation Payroll	TX		300,805	065	196	049	7رىد
worth Carolina Workers Compensation Payroll	NC		85,075	035	30	096	82
Auto Liability Number of Licenced Vehicles Including Trailers & Semi- Trailers							
Vehicles Garaged in Telas			# 24,	346 56	(8317)	1/12	konta1= 693
Vehicles Garaged in North Carolina			# 18	405 47	(7298)	1/12	603
						A	JG 1 0 1978
D1 E/4/78-fb 8/7/78			- Total Earn	ed Premiums	226		1.530.

NOTICE — The submitting of this form does not waive the right of the Company to inspect the records of Insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

( U)
<b>4</b>
No.

**Policy No** 

#### THE HARTFORD

#### eport of Exposure By Insured

8 []] Hartford Fire Insurance Company
8 [3] Hartford Accident and Indemnity Company
8 [3] Hartford Casualty Insurance Company

╜╙

€ [6] New York Underwriters Insurance Company
• [7] Twin City Fire Insurance Company

Quarterl;	y
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April 27, 1978

Period of Policy

Period of Audit or Report

56 C 430034E

1/1/78-4/1/78

**Klizir Industries** 

Gardena, Calif. 90248

Ellehire Insurance Agency 220251

<u> </u>							
Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
General Liability			Gross Payroll				
Workers Compensati Payroll	on Tx		233,178	.065/	152.	-049	114
North Carolina Workers Compensati Payroll	SEL BC		<b>7</b> 6,532	-035	27.	<b>.096</b>	73
Auto liability Humber of Licensed Vehicles including trailers & semi-tr		<b></b>				<u>u</u>	nthly
Vehicles Caraged in Texas		0	233 Rumber	346.56	(11,4%.)	1/12	<del>95</del> 3.
Vehicles Garaged in North Carolina			# 29	405.47	(11,759.)	1/12	980.
6/8/7	A R	e Corre	spondence	Lu X	vicate ca	ked 2	uáco
	5	sert co	apoudence our office cop	gry for	Jex peros	le en	oxie
				d Premiums			# 1750 E1478

DU 4/24/78 pe/4/21/78

Grand lotal

NOTICE - The submitting of this form does not waive the right of the Company to inspect the records of insured as provided by the solicy contract

**(IVWE)** hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

MAY 02 1978

**Policy No** 

#### FEB 1 4 1978 THE HARTFORD

#### Report of Exposure By Insured

ę	$\mathbf{I}$	Hartford	Fire Insurunce Company Accident and Indemnity Company
రి	<u>(5)</u>	Hartford	Accident and Indemnity Company
e	(3)	Hartford	Casualty Insurance Company

÷	6	New	York	Underwriters Insurance Compar	٦v
				Fire Insurance Company	•

	Fab	ry	1070	
Date	det	7,	1978	

Period of Policy	Period of Audit or Report
10-1-77/78	10-1-77/1-1-78
7	٦

Elixir Industries Cardena, Calif 90248

56 C 430034E

Wilshire Insurance Agency 220251

Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium	
GENERAL LIABILITY			GROSS PAYROLL					
TEXAS					 			
Workers Compensation Payroll	TX		252,827	065	164	049	124	
NORTH CAROLINA								
Workers Compensation Payroll	11C		91,273	035	32	090	88	
AUTO LIABILITY					1	sonthly		
Yehicles Garaged in Tex	a.s		35 Units	346 56	(12,130)	1/12	1,011	
Vehicles Garaged In North Carolina			28 Units NULBER	405 47	(11,353)	1/12	946	
					1			
		<u> </u>	Total Earne	d Premiums	196		2,169	
TELC 2-6-78 1r 2-7-78 Grand Total								

NOTICE - The submitting of this form does not waive the right of the Company to inspect the records of Insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

#### Retrospective Premium Endorsement — Short Form



Named Insured and Address

Elixir Industries

Gardena, California

This endorsement forms a part of Policy No  $56\,$  C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date October 1, 1977 as stated in the Declarations of the Policy

Effective hour is the same

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsemen forming a part of policy 56 C 429913

Nothing herein con a ned shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy of than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effer that so the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall conflict valid countersignature of this endorsement.

Countersigned by

Authorized Agent

This endorsement acknowledged and accepted by he Named Insured

(Signature of Authorized Officer)

(Titie)

(Date)

Form L 1718-5 Prin ed in USA

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

#### III POLICY PERIOD _TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attriched or (11) upset of such covered automobile

commercial type means

- (1) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (11) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehi le is newly acquired by the named insured during the policy period provided however that
  - (1) it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered automobiles and
  - (ii) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wigon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and lusiness means personal pleasure family and business use

#### V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured 8 Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s fulure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) lile with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shill assit in miking settlements in the conduct of suits and in enforcing inveright of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment assume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to my loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with parment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

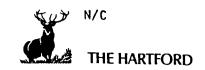
The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

A 3011 1 PHF 3

#### Comprehensive General Liability Insurance Coverage Part



56 C 430034 This Coverage Part forms a part of Policy No.

issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective 10/1/78

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES ET AL

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

#### IN LIEU OF PREVIOUS SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

reference thereto				<u>- 1,000</u>	OUO CSL	<u> </u>			
Coverages Advance Premiums				Limits of Liability					
A — Bodily Injury Liability	\$ 589			\$ * 000 each occurrence					
0 0 0 11111111	<del> </del>			s *	000 aggrega				
B — Property Damage Liability	\$	653		s *	000 each oc				
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the othe provisions of this policy	Code No	Premium Bases	Rates B I	PD	000 aggrega Advance Pren				
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	100 Sq Ft of Area Linear Foot \$100 of Remun \$100 of Receipts					
(b) Escalators		(e) Landings	(e) Per	Landing					
(c) Independent Contractors		(f) Cost	(f) Per	\$100 of Cost	1				
(d) Completed Operations		(g) Receipts	(g) Per	\$1 000 of Receipts	1				
(e) Products		(h) Sales	(h) Per	\$1 000 of Sales	]				
(TEXAS & NO CAROLINA ONLY) AS PER COMPOSITE RATE ENDT. ATTACHED (PER SCHEDULE ON FILE WITH COMPANY)		-			281 R 308 E	311 R			
Form Numbers of Endorsements forming part of the L81-B(COMPOSITE RATE ENDT.) L. 3017 Composition is more than one year the Pre-	3112-2.	63012-2	TO	TAL ADVANCE PREMIUMS		s 653			

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part 7/4/78 mg END #16

7

FUSHKANCE AGENCY ~>H⊥KE THE HARTFORD

This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy) 10/1/77 (at the hour stated in the policy) and form

(at the hour stated in the policy) and form a part of the above designated This Coverage Part is effective FLIXIR INDUSTRIES ETAL policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein ngrees with the named insured as follows

#### IN LIEU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

*1,000,000 CSL

Coverages	Adva	ince Premiu	ms			imits of Liabili	ty
C — Bodily Injury Liability	\$ 7	lioo		\$	*	000 each person	
	7400			\$	<del></del>	000 each occurr	
D — Property Damage Liability		842.		-   \$	<del>*</del>	000 each occurr	rence
		on of Hazar	ds		<del></del>		
	Basis — Per A		. 1			4.4	
YEAR MODEL 80DY TYPE — TRUCK SIZE IDENTIFICATION N TRADE NAME (TRUCK LOAD GALLONAGE SERIAL NO (S) Bus Seating Capacity) Motor no (M	(I) TOWN A	ND STATE IN WHICH OMOBILE WILL BE PALLY GARAGED	<b>'</b>		OSE OF USE	Advance P	
BUS SEATING CAPACITY) MOTOR NO (M	rringi	PALLY GARAGED		CLAS	SIFICATION	Coverage C	Coverage D
(TEXAS & NO CAROLINA ON AS PER COMPOSITE RATE E (AND SCHEDULE ON FILE W	ENDT AT	TACHED PANY)				4396R 3004E	3470R 2372E
2 Hired Automobiles Premium	n Basis—Tota	l Cost of Hit	·e				
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR	IPOSES OF USE	ESTIMATED TOTAL COST	RATES PER	\$100 TOT	AL COST OF HIRE	]	
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR (b) BE PRINCIPALLY USED	(a)	COVERAG	PERAGE C COVERAGE D				
COMM TEXAS NO CAROLINA		IF ANY	IN	CL	INCL	INCL	INCL
3 Non Owned Automobiles Premium Bas	sıs—Total Nu	mber of Em	ployees	at all [	Locations		
Total Number of Employees at all Locations							1
ONE TEXAS	DE 6601	00				TNOT	TYOT
NO CAROLINA CO	DE COOT-	99				INCL	INCL
Form Numbers of Endorsements forming part of this Cov. AL-68-0 (CAL) PCSL, A3795-0, ENDT ) A2036-3, A-3406-1	erage Part at is A3718-0,	sue AL8-1B	(COM	POSI	TE RATE		
END #15 MG 7/4/78			1	TOTAL	ADVANCE PREMIUMS	\$ 7400,00	\$ 5842 OC

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by

Authorized Agent

(b) PP = Private Passenger Automobile C = Commercial Automobile

⁽a) P & B = Pleasure and Business C = Commercial

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

#### III POLICY PERIOD FERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- (i) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (11) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehicle is newly acquired by the named insured during the policy period provided however that
  - (i) it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered automobiles and
  - (ii) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and business use

#### **V** CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured s Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s failure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its nuthorized agents and also in the event of theft or larceny to the police
- (c) tile with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shall assist an making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily insteam proment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to my loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with proment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of *loss* is filed and the amount of *loss* is determined as provided in this insurance

A 3011 1 PHF 3

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being trans ported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein is applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (11) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semi trailer including its equipment and other equipment permanently attached thereto (but not including robes we iring apparel or per sonal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (11) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) If not so designated such vehicle is newly acquired by the named insured during the policy period provided however that
  - (1) It replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered auto mobiles and
  - (11) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wigon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and business use

#### V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit' Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured 8 Duties in Event of Loss

in the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s failure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its nuthorized agents and also in the event of theft or larceny to the police
- (c) file with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to any loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with payment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie agrinst the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

A 3011 1 PHF 3

# Comprehensive General Liability Insurance Coverage Part



56 C 429931

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

## IN LIEU OF PREVIOUS SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated being subject to all the terms of this policy having

Coverages	Advance Pr	emiums		Lim	its of Liab	Illty		
A — Bodliy Injury Liability	\$ 25,	193	_	\$	*	000 each o		
B — Property Damage Liability	^{\$} 13,	<u>ከ77</u>	s <b>*</b>			000 each occurrence		
	, ,	T	<del></del>	\$	*	000 aggreg	ate	
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the othe provisions of this policy	Code No	Premium Bases	Rates B I		PD	Advance Pre	P D	
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	Linea \$100	Sq Ft of Area ar Foot of Remun of Receipts	]		
(b) Escalators		(e) Landings	(e) Per	Land	ing	1		
(c) Independent Contractors		(f) Cost	(f) Per	\$100	of Cost	]		
(d) Completed Operations		(g) Receipts	(g) Per	\$1 00	00 of Receipts			
(e) Products		(h) Sales	(h) Per	\$1 0	00 of Sales	]	}	
ATTACHED (AND SCHEDULE IN FILE WITH COMPANY)						12,017	R 6,429 F 7,048 F	
Form Numbers of Endorsements forming part of this	s Coverage DT )L30	Part at Issue 012-2L30 4	-0. TO	ΓAL	ADVANCE PREMIUMS	25.19	3 \$ 13,47	

If the Policy Period is more than one

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by



# Comprehensive General Liability Insurance Coverage Part (Continued)

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

#### II PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below

- (a) If the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business.
- (b) If the named insured is designated in the declarations as a part nership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and
- (e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law
  - (i) an employee of the *named insured* while operating any such equipment in the course of his employment and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization

provided that no person or organization shall be an insured under this paragraph (e) with respect to

- bodily injury to any fellow employee of such person injured in the course of his employment or
- (2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any per son described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

#### III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage A — The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as aggregate

Coverage B — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurreace the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage lia bility stated in the schedule as aggregate

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liabil ity is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
- (2) all property damage ansing out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage ansing out of maintenance or repairs at premises owned by or rented to the named insured or structural alter ations at such premises which do not involve changing the size of or moving buildings or other structures
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) (2) and (3) above and under subpara graphs (1) and (2) separately with respect to each project away from premises owned by or rented to the named insured

Coverages A and B — For the purpose of determining the limit of the company's liability all bodily injury and property damage ansing out of continuous or repeated exposure to substantially the same general conditions shall be considered as ansing out of one occurrence

#### IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory



56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A M standard time

at the address of the named insured as stated herein

ADD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

CASUALTY INSURANCE POLICY

# SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II. CANCELLATION, IS AMENDED TO READ AS FOLLOWS

11 CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE" THE HAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CAMCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

4 _ , 75



56 C 429931E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date 10-1-77

12-01 A.M standard time

at the address of the named insured as stated herein.

ADD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

CASUALTY INSURANCE POLICY

#### SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS.

11 CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL DELIVERY OF SUCH WRITTEN BECOME THE END OF THE POLICY PERIOD NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

# Retrospective Premium Lindorsement — Short Form

THE HARIII

Named Insured and Address

Elixir Industries

Gardena, California

This condor coment forms a part of Policy No 56 C 430034 issued by THE HART-ORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless and her effective date is stated herein

Effective date Ortober 1, 1977 as stated in the Declarations of the Police

Effective hour is the same

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement forming a part of policy 56 C 429931

Nothing hirrein contained shall be held to vary waive after or extend any of the terms conditions agreements or ducta nitions of the political and the properties of the political stated.

This endorsement shall not be binding unless counters gined by a duty authorized agent of the company provided that if this endorsement take as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy to the date of the company shall constitute valid counce is a time of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date o

Countersigned by

Authorized

111 -11.

In endorsement acknowledged and accepted by the Named Insured

Signature of Authorized Officer)

(Title) (D

Fo n L 1718-6 Printed in USA

#### TABLE I

Premium Subject to Plan D. Loss Lim ons. Loss Conversion Factors. Tax Multipliers. Excess Loss Premium Factors. Retrospecti e De eto: n. Factors.

- 1 The premium for the following policies combined is to be computed in accordance with the provisions of Retrospective Rating Plan D in all it where such plan is or becomes applicable on an interstate basis subject to the limitations specified herein

  List of Policies C 4294 31 C 430034
- 3 The premium for the general liability and automobile liability insurance afforded under the policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below shall not be subject to Plan D.

Automobile Liability Polici	68	General Liability Policies (including incidental contracts)			
Bodily Invest Liability	75 thousand dollars each person	Bodily Investigation	75 thousand dollars each occurrence		
Bodily Injury Liability	75 thousand dollars each occurrence	Bodily Injury Liability	JUU thousand dollars aggregate produ t		
Property Damage Liability	75 thousand dollars each occurrence		75 thousand dollars each occurrence		
		Property Damage	300 thousand dollars aggregate operat		
Contractual Liability (other	er than incidental contracts)	Liability	300 thousand dollars aggregate protecti		
Bodily Injury Liability	75 Thousand dollars each occurrence		300 thousand dollars aggregate products		
Property Damage Liability	75 thousand dollars each occurrence	Professional Liability	thousand dollars each claim		
rioperty Damage Liability	300 thousand dollars aggregate	1 Torossional Elability	thousand dollars aggregate		

The incurred losses to be included in computing the premium for the insurance subject to Plan D shall not include that portion of the lolis actually paid and the reserves for unpaid losses which is in excess of the limits of liability stated above but that part or the incurred loliconsisting of premiums on bonds interest accruing after entry of judgment allocated loss adjustment expenses and expenses incurred seeking recovery against a third party shall not be subject to such limits

- 4 Compensation Loss Limitation is \$  $^-$  5 Auto Physical Damage Loss Limitation is \$ m N/A
- 6 Combination Loss Limitation is \$ 75,000 applicable to the following combination of insurance automobile liability and general i
- 7 Loss Conversion Factor is GL-AQ 1 110 AL-AO 1 080 All TEXAS Lines 1 110 Phy-D 1 135

8	TAX MULT	IPLIERS			·	EXCESS LOSS PREMIUM FACTORS				
State	Workmen s Compensati Employers		General Liebility	Automobile Liability	Automobile Physical Damage	Workmen a Compensation and Employers Liability		Combination		Auto Phy Dan
	USL & HW	Other	11	1	· .	USL & HW	Other	GL	IAL	ı
California		1	1 034	1 033	1-033-	]	1	020	020	
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	1	<del> </del>				1	+		<del></del>	t

# RETROSPECTIVE DEVELOPMENT FACTORS

	Workme	n s Com	pensation	and Em	ployers L	lability	General	Linkiller	_			 		
State	USL &	HW		Other			General	LIBBINTY			Automobile Liability			
	1st Adj	2nd Adj	3rd Adj	18t Adj	2nd Adj	3rd Adj	1st Adj	1st Adj 2nd Adj 3rd A	3rd Adj 4	th Adj	1st Adj	2nd Adi	3rd Adj	411
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#### TABLE II - PERCENTAGES TO DETERMINE BASIC MINIMUM AND MAXIMUM PREMIUMS

The basic premium, the minimum premium and the maximum premium for insurance subject to Plan D are percentage. If the still the such insurance. Such percentages are computed initially upon an estimate of the standard premium and finally upon the earried tail if such insurance. If the standard premium lies between any two of the figures on the Standard Premium, the the percentage obtained by linear interpolation to the nearest one tenth of 1.6.

Standard Premium \$ 133,563 or less \$267,127

ب nctual Liability (othe	r than incidental contracts)	Property Damage Liability	300 thousand dollars aggregate operation thousand dollars aggregate protective.
¬ ← Injury Lability	75 thousand d each occurrence		thousand dollars agg egate p oducts
d Canago Lightly	75 thousand dollars each occurrence	Professional Liability	thousand dollars each claim
ণ Lamage Liability	300 - thousand dollars aggregate	Troissionar claumty	thousand dollars aggregate

he incurred losses to be included in computing the premium for the insurance object to P an D shall not include that portion of the losses totally paid and the eserves for unpaid losses which is in excess of the limits of liability stated above, but that part of the incurred losses consisting of premiums on bonds interest accruing after entry of judgment, allocated loss adjustment expenses and expenses incurred in seeking recovery against a third party shall not be subject to such limits.

- Compensation Loss Limitation is \$  $^{-}$  5 Auto Physical Damage Loss Limitation is \$  $^{N/A}$  Combination Loss Limitation is \$  75 ,000 applicable to the following combination of insurance automobile liability and general liability 5 Auto Physical Damage Loss Limitation is \$ N/A

GL-A0 1 110 AL-A0 1 080 Loss Conversion Factor is All TEXAS Lines | 110 1 135 Phy-D

8	TAX MULTIPLIERS	EXCESS LOSS PREMIUM FACTORS							
State	Workmen s Compensation and Employers Liability	Gëneral Liability	Automobile Liability	Automobile Physical Damage	Workmen s Compensation Employers I		Combination		Automobile Physical Damage
	USL & HW   Other	1	Í		USL & HW	Other	GL	AL	
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RETROSPECTIVE DEVELOPMENT FACTORS Workmen's Compensation and Employers Liability General Liability **Automobile Liability** USL & HW Other State 1st Adj 2nd Adj 3rd Adj 1st Adı 2nd Adı 3rd Adı 3rd Ad 4th Adi 1st Adj 2nd Adj 3rd Adj 2nd Adj 4th Ad Cal 10 06 80 04 01 Tex To Be Determined To Be Determined

# TABLE II - PERCENTAGES TO DETERMINE BASIC MINIMUM AND MAXIMUM PREMIUMS

to cipiem unit the minimum premium and the maximum premium for insurance subject to Plan D are percentages of the standard premium for insurance subject to Plan D are percentages of the standard premium for Such percentages are computed initially upon an estimate of the standard premium and finally upon the earned standard premium for upon the standard premium lies between any two of the figures on the Standard Premium line the percentages applicable shall be I by linear interpolation to the nearest one tenth of 17

ia d Premii m Premi n Premii	D. rur tartur	\$267,127 145 O B+ELPXTM	\$ 400,690 or more 144 0 B+ELPXTM
p em um			
I -AO GL-TX	22 3	20 1	19.5 32 2
1L-AO	23 8	21 5	20 8
7T- 1	23 6	20 5	19 4
- <b>V</b> ()	21 0	18 9	18 3
1 - 1	38 3	36 3	35 7

I shall be held to vary iv the terms condi-

stall not be binding unless oviald ly authorized agent of the Countersigned by

& L'And

This Endorsement Acknowledged and Accepted by the Named Insured

12-16

Authorized Age

(Date

# AMENDMENT OF DECLARATIONS

	Named Insured as	nd Address
This endorsement forms a part of Policy No ssued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy anless another effective date is stated herein	ELIXIR INDUSTRIES	
Effective date	12 01 A M standard time as stated herein	at the address of the named insured
It is agreed that the policy is amended with respect to such of the fo	ollowing particulars as are indicated by	specific entry in connection therewith
1 Item 1 Named Insured to read DIVISIONS AS IS NO.	MID ANY AND ALL SUBSIDIAR OR MAY HEREAFTER EXIST	
2 Item 1 Address of Named Insured to read		-
3 Item 1 Legal status of Named Insured to read 🔲 Individual	☐ Corporation ☐ Partnership	
4 Item 2 Policy Period to read From	to	EHDT #1
Nothing herein contained shall be held to vary waive alter or extention as herein stated	nd any of the terms condit on agreem	ent or declaration of the policy other
This endorsement shall not be boilding unless counters gned board effect as of the effective date of the policy and at issue of said policy by a duly authorized agent of the company shall constitute valid counterparts.	of forms a part thereof counter ignatue	prosided that if the endorsement takes east the decliration page of said policy
	-	-
THE HARTFORD	Countersigned by	Authorized Agent

Form L-2520 2 Pnid USA



This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date at the address of the named insured as stated herein standard time

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMP AUT LIAB INS

IT IS UNDERSTOOD AND AGREED THAT FORM A2458-0 EFF 10-1-77, IS HEREBY DELETED FROM THE POLICY

ENDT #2

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A P nted USA ISO

# **Comprehensive Automobile** Liability Insurance **Coverage Part**



56 C 430034E

This Coverage Part forms a part of Policy No

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

ELIXIR INDUSTRIES policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIEU OF PREVIOUS

**SCHEDULE** 

\$1,000,000 #C S L

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company is liability against each such coverage shall be as stated herein subject to all the terms of this policy having

	Coverages		Adva	ance Premiu	ıms_		Limits of Liabil	ity
C — Bodily Inj	ury Liability	\$	7,400	00		S #	000 each perso	n
						5 *	000 each occur	rence
D — Property I	Damage Liability	\$	5.842	.60		\$ <b>*</b>	000 each occur	rence
		. = = :		ion of Haza	rds		<del></del>	
Owned Automo	biles	Premium Bas	ııs — Per A	utomobile				<u> </u>
YEAR MODEL	BODY TYPE — TRUCK SIZE (TRUCK LOAD GALLONAGE	IDENTIFICATION NO	(I) TOWN A	ND STATE IN WHI	CH (a) P	URPOSE OF USE	Advance	Premiums
TRADE NAME	BUS SEATING CAPACITY)	SERIAL NO (S) MOTOR NO (M)	THE AUT	OMOBILE WILL BE PALLY GARAGED		CLASSIFICATION	Coverage C	Coverage D
AS PI (AND	RS & NO CARO ER COMPOSITE I SUMEDULE ON I	RATE ENDT		D			INCL	INCL
Hired Automo	biles	Premium E	3asis—Tota	l Cost of H	ıre		-	
	OCATIONS WHERE AUTOMOBIL	LES WILL PURPOS	SES OF USE	ESTIMATED TOTAL COST	RATES PER \$100	TOTAL COST OF MIRE		_
	OCATIONS WHERE AUTOMOBIL BE PRINCIPALLY USED	LES WILL PURPOS			<del></del>	TOTAL COST OF HIRE COVERAGE D		-
TYPES HIRED L	OCATIONS WHERE AUTOMOBIL	LES WILL PURPOS	SES OF USE	ESTIMATED TOTAL COST	RATES PER \$100		INCL	INCL
TYPES HIRED L	OCATIONS WHERE AUTOMOBIL BE PRINCIPALLY USED TEX NO	LES WILL PURPOS	SES OF USE	ESTIMATED TOTAL COST OF HIRE	RATES PER \$100 COVERAGE C	COVERAGE D		† NCL
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CONSI	OCATIONS WHERE AUTOMOBIL BE PRINCIPALLY USED TEX NO	AS CAROL INA Premium Basis	SES OF USE	ESTIMATED TOTAL COST OF HIRE	RATES PER \$100 COVERAGE C	COVERAGE D		INCL
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PREMIUMS \$ 7, 400,00 \$ 5,842,00

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

ENDT #3

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

P & B = Pleasure and Business C = Commercial

Countersigned by

(b) PP = Pri ate Passenger Automobile C = Commercial Automobile

Autho szed Agent

# Protection Against Uninsured Motorists Insurance Coverage Part



56 C 430034E

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective INDUSTRIES

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

ADD

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverage		Advance Premium	Limits of Liability		
U — Uninsured Motorists	\$	TNCL	\$	15	000 each person
	L		1 \$	30	000 each accident

#### Designated Insured

#### A3506 0

Description of Insured Highway Vehicles (Check appropriate box)

NO CAROLINA @ INCL

- Any automobile owned by the named insured
- Any private passenger automobile owned by the named insured
- Any highway vehicle to which are attached dealer s license plates issued to the named insured
- Any highway vehicle designated in the schedule of the policy by the letters UM and a highway tehicle ownership of which is acquired during the policy period by the named insu ed as a replacement therefor
- Any mobile equipment owned or leased by and registered in the name of the named ins red

ENDT #

# I COVERAGE U — UNINSURED MOTORISTS (Damages for Boduly Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

(1) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor

- (b) to bodily inju y to an i su ed while occupying a highway tehicle (other than an nsured highway vehicle) owned by the named insu ed any designated insured or any relative resident in the same household a the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the amed ins ed or his relatives while occupying or if struck by a highway tehicle owned by a designated insured or his relatives
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organ ization qualifying a a self insurer under any workmen's compensation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below

- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any per on with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sust fined by an i sured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The conditions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part take effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

# Protection Against Uninsured Motorists Insurance Coverage Part



Limits of Liability

56 C 430034E

This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective Public Project Part is effective Public Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Project Projec

Coverage

(at the hour stated in the policy) and forms a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### ADD

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Advance Premium

				40-	Dimite of Diability	
U — Uninsured Motorists	s INCL		\$	10	000 each person	
			\$	20	000 each accident	
Designated Insured						
			A3:	506-0	)	
Description of Insured Highway Vehicles (Check appropriate box)						
Any automobile owned by the named insured	TEXAS	@ INCL				
Any private passenger automobile owned by the	named insured					
Any highway vehicle to which are attached deale named insured	er's license plates issued to the					
Any highway vehicle designated in the schedule ownership of which is acquired during the policy						
Any mobile equipment owned or leased by and r	registered in the name of the no	med insured				

# COVERAGE U — UNINSURED MOTORISTS (Damages for Boddy Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

(1) to bodsly injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured any designated insured or any relative resident in the same household as the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives

ENDT #5

(c) so as to inure directly or indirectly to the benefit of any workmen s compensation or disability benefits carrier or any person or organ ization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The conditions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part take effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

U d App oved	nf dent ! R port	UdNt	
Q I ty Cont I			

This Coverage Part forms a part of Policy No. 56 C 430034E

Is used by THE HARTFORD INSURANCE GROUI Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective afte the effective date of the Policy)

This Coverage Part is effective

10-1-77

(at the hour stated in the policy) and forms a part of the above de ignated

policy issued to **EL** 

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provision of the policy not express modified herein agrees with the named insured as follows

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

ADD.

eference thereto				1 00	<del>0,000 -C 3.</del>	<u></u>
Coverages	Adı	vance Premiums			Limits of Liabi	litv
YB — Contractual Bodily Injury Liability	s INC	L	\$	*	000 each occu	rrence
ZB — Contractual Property Damage Liability	S INC	L	\$	*	000 each occu	rrence
			5	*	000 aggregate	
Designation of Contracts	Code	Premium Bases	R	ates	Advance	Premiums
Designation of Contracts	No	Fremium bases	ВІ	P D	BI	P D
		() C 1	( ) P \$100	fC t		
		(b) S I	(b) P \$1 0	00 fS1		
ALL WRITTEN CONTRACTS	40003	IF ANY	INCL	INCL	INCL	INCL
Form Numbers of Endorsements forming part of	this Coverage	Part at issue	TOTAL	ADV ANCE	_' 	
				REMILMS		s INCL

If the Policy Period is more than one year the Premium is Payable

□ Exclusion (p) — Products and Completed Operations □ Exclusion (q)—x c & u

On effective date of Policy \$
The following exclusions also apply

1st Anniversary \$

2nd Anniversary S

COVERAGE YB—CONTRACTUAL BODILY INJURY

COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured all sums which the *insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company i not entitled to exercise the insured singlet in the choice of arbitrators and in the conduct of such proceeding or
- (2) any suit after the applicable limit of the company liabilit has been exhausted by payment of judgments or lettle left.

#### Exclusions

ENNT #

This insurance does not apply

- (a) to liability a sumed by the insured under any iicidental contract
- (b) (1) If the insired i an architect engineer or time or to bodily injury or property damage trising out of profesional ervice performed by such insured including
  - (i) the preparation or approval of map drivings up nons reports surve change orders design or peculication and
  - (11) supervisory inspection or engineering ervice
  - (2) If the indemnitee of the insured is an architect lengtheer or surveyor to the hability of the indemnitee his agent or employees arising out of

The conditions and provisions printed on pages KB? and KB3 of the form are hereby referred to and made a part hereof

The Coverage Part hall not be binding unless countersigned by a duly authorized agent of the company of provided that if the Civerage First take effect a of the effective date of the policy and at issue of said policy for many part thereof counter ignature on the declaration page of hid policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Fart

Cointersigned by

#### ADDITIONAL LOCATIONS OR CLASSIFICATIONS

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A  $\,M_{\odot}$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

It is agreed that the Schedule is amended by the addition of the locations and classifications de cribed in the schedule below

Rating Classifications  Et h pt p fills p d d l wh th	Code	Premium	ļ	tes	Anni Premi	ums	Addl o Premi	ums
Eth pt pfillspddlwh th plydimdly y fth thp fth pols	No	Bases	ВІ	P D	ВІ	PD	BI	P D
(a) Premises — Operations — Escalators		() A (Sq Ft) (b) F t g () R m t (d) N mb l d	() P 100 Sc (b) P L () P \$100 (d) P L du	Fr (A Foot (Rm		1		
ADD					i [			
INCIDENTAL MALPRACTIC COV. NURSE	80998	IF AHY	INCL	INCL.	INCL	INCL	INCL.	INCL
	ļ							
_								
		1		ditional of Effective			s INC	1

If the I olicy Period is more than one year and the Premium is payable in installments, the Anniversary premiums stated in the Declarations of the policy are amended to read as follows

1st Anniversary \$

2nd \nniversary \$

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the compan

ENDT #7





56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless

ELIXIR INDUSTRIES

10-1-77 Effective date

another effective date is stated herein

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE GENERAL LIAB INS

#### INCIDENTAL MALPRACTICE LIABILITY

#### IT IS AGREED THAT

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES
- EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES

ENDT #R

GS 125

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as nerein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersianea by

Authorized Aden



## Pre 7 Installment

WILTHIRE INSURANCE AGENCY

This endorsement forms a part of Policy No 56 c 130034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said Policy unless another effective date is stated herein

Named Insured and Address

ELIXIR INDUSTRIES
17809 SOUTH BROADWAY
GARDENA, CALIF 90248

Effective date

10/1/77

12 01 A M standard time at the address of the named insured as stated herein

It is hereby understood and agreed that the

(Insert original or additional or return )

Premium of \$

20,584 00

WIN BE PAYABLE IN
(Insert be payable in or reduce the )

TEN (10)

installments as outlined in Schedule of Payments

		Teduce the 7	SCHEDULI	E OF PAYMENTS		
NO	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
_1_	10/1/77	189.	1,992	916.	ر من	3,097.
2	11/1/77	117	1,250	576.	+	1,943.
3	12/1/77	117	1,250.	576.		1,943.
4	1/1/78	117	1,250	576.	= '-	1,943.
5	2/1/78	117	1,250	<b>5</b> 76	r 9	1,943.
6	3/1/78	117	1,250	<del>576</del>	* ° ~	1,943.
7	4/1/78	117	1,250	<del>576</del>	/_	1,943,
8	5/1/78	117	1,250	576	7 731 2-	1,943.
_ 9	6/1/78	117	1,250	<del></del>		1,943.
10	7/1/78	117	1,250	<b>5</b> 76	#1762 By 5/7:	AT 5.043
_11	1,2,10					
12						
тот	ALS	1,242 00	13,242 00	6,100 00		20,584.00

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

ENT #10 MP 1-23-78

Countersigned by

Authorized Agent



#### WILSHIRE INSURANCE AGENCY

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 SOUTH BROADWAY GARDENA, CALIF 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

SUPPLEMENTARY COVERAGE ENDORSEMENT
PERSONAL INJURY AND ADDITIONAL INSURED ( EMPLOYEES)
DELETION OF EXCLUSION (C) ENDORSEMENT

INSURED'S PARTICIPATION (

0 9

IT IS AGREED THAT EXCLUSION (C) IS DELETED FOR THE ADDITIONAL PREMIUM CHARGED IF A PARTICIPATION PERCENTABE IS STATED IN THIS ENDORSEMENT FOR THE INSURED, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE DIFFERENCE BETWEEN SUCH PERCENTAGE AND ONE HUNDRED PERCENT AND THE BALANCE OF THE LOSS SHALL BE BORNE BY THE INSURED, PROVIDED, THE COMPANY MAY PAY THE INSURED'S PORTION OF A LOSS TO EFFECT SETTLEMENT OF THE LOSS, AND UPON NOTIFICATION OF THE ACTION TAKEN, THE NAMED INSURED SHALL PROMPTLY REIMBURSE THE COMPANY THEREFOR

ENDT #11
MP 1-23-78

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page o said policy by a duly authorized agent of the company shall constitute valid countersionature of this endorsement

Countersigned by

Authorized Agent



56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

10-1 77

Effective date 12 01 A M standard time at the address of the named insured as stated herein

ELIXIR INDUSTRIES

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### CASUALTY INSURANCE POLICY

#### SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II CANCELLATION IS AMENDED TO READ AS FOLLOWS

11 CANCELLATION THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN HOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMMANY BY HAILING TO THE MANED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN HOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS HADE BY THE COMPANY FOR NON-PAYNEHT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF 'SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CARCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO HAILING

IF THE NAMED INSURED CANCELS EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE IF THE COMPANY CANCELS EARNED PREMIUM SHALL BE COMPUTED PRO RATA PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS FFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES



This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S BROADWAY GARDENA, CA 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

ADD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### CASUALTY INSURANCE POLICY

#### SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS

11 CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN SIXTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE" THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

IF THE NAMED INSURED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO-RATA PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A



This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S BROADWAY GARDENA, CALIF 90248

Effective date 10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT AMENDED RATES

THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY THE ACTUAL STANDARD PREMIUM WILL BE DEVELOPED AS FOLLOWS

# GENERAL LIABILITY

TEXAS	<u>B I</u>	P.D	COMBINED
	031R	023R	054R
	034F	026E	060E
NORTH CAROLINA	017R	046 <b>R</b>	063R
	018E	050E	068E
AUTO LIABILITY	BI	<u>P D</u>	COMBINED
TEXAS	116 89 <b>r</b>	88 97R	205 86R
	79 89E	60 81E	140 70E
NORTH CAROLINA	131 32R	109 53R	240 85R
	89 76E	74 86E	164 62E

mg 7/4/78

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

END #13

Countersigned by

Authorized Agent

# WILSHIRE INSURANCE AGENCY

NC Y ( )

# THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 156 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S BROADWAY GARDENA, CALIF. 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT AMENDED RATES

# AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS.

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021E	2 106R 070E
TRUCKS	9 <b>22R</b> 030E	3 206R 106E
ZONE RATES	958R 03 <b>2</b> E	3 48 <b>5</b> R 115E

mg 7/4/78

END #14

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

# WILSHIRE INSURANCE AGENCY (1)



#### THE HARTFORD

Named Insured and Address

56 C 430034 This endorsement forms a part of Policy No 156 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein ELIXIR INDUSTRIES ET AL 17809 S. BROADWAY GARDENA, CALIF. 90248

10/1/77

12 01 A M standard time

Effective date at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

### AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS.

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021F	2 106R 070E
TRUCKS	9 <b>22</b> R 030F	3 206r 106e
ZONE RATES	•958 <b>R</b> •03 <b>2</b> E	3 485R -

mg 7/4/78

END. #14

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

# Comprehensive Automobile Liability Insurance **Coverage Part**

WILSHIRE INSURANCE AGENCY

NC

PRODUCER S COPY

THE HARTFORD

This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

10/1/77 This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

FLIXIR INDUSTRIES policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIFU OF PREVIOUS

**SCHEDULE** 

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges

C—Bodily Injury Liability  The property Damage Liability  S 5842  Description of Hazards  Premium Basis — Per Automobiles  Premium Basis — Per Automobile (BUS SEANIC CAPACITY)  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TRADE WARE  TOWAL COST OF HIRE  TOWAL COVERAGE O  TINCL  TRADE  TRADE WARE  TOWAL COST OF HIRE  TOWAL COVERAGE O  TINCL  TRADE WARE  TOWAL COST OF HIRE  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL COVERAGE O  TOWAL		nce Premiun	Ad	Coverages		
D—Property Damage Liability  S 5842 S 000 each occurrence  Description of Hazards  Owned Automobiles  Premium Basis — Per Automobile  YEAR MODEL (THACE RANGE CLARACITY)  THACE HAME  THACE HAME  THACE HAME  THACE HAME  THACE HAME  THACE HAME  THACE AUTOMOBILE WILL ENGINEER CLASSES  THACE HAME  THACE HAME  THACE HAME  THACE HAME  THE COMPOSITE RATE FROT. ATTACHED  (AND SCHEDULE ON FILF WITH COMPANY)  TYPES HIRED  LOCATIONS WHERE AUTOMOBILES WILL PURPOSES OF USE  TYPES HIRED  LOCATIONS WHERE AUTOMOBILES WILL PURPOSES OF USE  TYPES HIRED  LOCATIONS WHERE AUTOMOBILES WILL PURPOSES OF USE  TOTAL COST  TOTAL COST  OF HIRE  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  COVERAGE C  THE ANY  NO. CAROLINA  NO. OWNED Automobiles  Premium Basis—Total Number of Employees at all Locations  ONE  TEXAS  NO. CAROLINA CODE 6601-99  INCL			-1		C — Bodily I	
D—Property Damage Liability  Description of Hazards  Owned Automobiles  Premium Basis — Per Automobile  Premium Basis — Per Automobile  Premium Basis — Per Automobile  Premium Basis — Per Automobile  Owned Automobiles  Premium Basis — Per Automobile  Owned Automobiles  Premium Basis — Per Automobile  Owned Automobiles  Owned Automobiles  Premium Basis — Per Automobiles  Overage C Coverage e C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverage C C Coverag		100		ary and and	. Dod., 1.	
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AL-68-0(CAL)PCSL,A3795-0,A3718-0,AL8-1B (COMPOSITE RATE FNDT.) A2036-3, A-3406-1	ESTIMATED TOTAL COST OF MIRE COVERAGE C COVERAGE D  IF ANY INCL INCL INCL INCL INCL INCL INCL INCL	IF ANY  mber of Emp	RPOSES OF USE (a) SIS—Total No	TEXAS NO. CAROLINA Itomobiles Premium Imployees at all Locations TEXAS NO. CAROLINA Itomobiles Premium Imployees At all Locations TEXAS NO. CAROLINA	COMM.  Non Owned al Number of ONE	

FND. #15 MG 7/4/78

PREMIUMS | 7400.00 |

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if the Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

JUL 1 0 1978

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



	56 C	<b>42</b> 9931		
This Coverage Part forms a part of Policy No	-		issued by THE HARTFOR	D INSURANCE GROUP
Company decignated therein and taless effect as of the	AFAA4 4	ata at anid police uplace i	otherwice stated herein	

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to **ELIXIR INDUSTRIES**The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

Items

IN LIEU OF PREVIOUS SCHEDULE

(a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item

The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

		★ Covered			Limit	of Liabilit	y — each covered a		Ī	Advance
	Coverages	Automo biles		nto AC I Cash Va		Deductible	As separately at	red below means ated in the Schedule of iles mad a pa t he eof		Premiums
o	Comprehensive	CA (	SEE :	ENDT	Als	-lb at	rached)		\$	
P	Collision	CA CA			\$	•			\$	
Q	Fire Lightning or Transportation	CA CA						<u></u>	\$	
R	Theft	CA CA							\$	
s	Windstorm Hail Earth quake or Explosion	CA CA							\$	_ ``
T —	Combined Additional	CA CA							\$	
v	Towing (Not available in C lifornia)	CA CA		\$2	5 for	each disablei	ment —		\$	
	mbers of Endorsements formingus us Coverage Part at issue	g				of Liabilit	•	Advance Premium for Endorsements	,	
		\$ \$		•	ed auto		ny one location	TOTAL ADVANCE PREMIUMS	-  <del>*</del>	<b>2</b> 9,030 961
		Records to	be subn	utted (	M =	monthly _	Q = quarterly	S = semi annually)		

b) Explanation of above entries designating the covered automobiles to which this insurance applies

**A 1 = all covered automobiles**

CA 2 = all registered covered automobiles

CA 3 = all covered automobiles of the private

passenger type

CA 4 = all covered automobiles of the comparagraph (b) of the covered automobiles of the private vehicles subject to the provisions of paragraph (b) of the covered automobiles of the covered automobiles of the covered automobiles of the covered automobiles of the covered automobiles of the covered automobiles and the dehnition)

Schedule of Covered Automobiles as of effective date of this insurance

(a) Description (b) Facta Respecting Purchase (c) Limit of Liability (if not stated in Item Labove)

Rates Advance Premiums

2 Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item 1 above) Rates Advance Premium  AUTO (a) Year Model Tad Nam (Truck Load Gallonag Bus Seating) Senal N (S) M t N (M) N (Cylin. Principally gar ged in (Truck Load Gallonag Bus Seating) Senal N (S) M t N (M) N (M) N (Tylin. Principally gar ged in (Two Stat) Purpose of Use  AS PER SCHEDULE ON FILE WITH COMPANY  AUTO (b) Last Actual Cost Ma./I —N w (N) Used (U) Symbol Price Cost Ma./I —N w (N) Used (U) Symbol Price Cost in (a) above and covered for Cost gether than C llusion Eater Amt. ACV Deductible ACV Deductible    Auto Cost Senal N (S) M t N (M) N (M) N (Cylin. Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in (Two Stat) Principally gar ged in	
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N (D) Price Cost Ma/T —N w (N) Used (U) Symbol present the normed tinsue ed and the Lose P yee named bel w    Column of Liability—each covered automobile described in (a) above and covered for Coerg either than C llusses Enter Amt. ACV Deductible ACV Deductible   Rates   Cov O   Cov P   Cov Q   Cov R   Cov S   Cov T	
AUTO N Co er g other than C llusea Easter Amt. ACV Deductible ACV Deductible Rates Cov O Cov P Cov Q Cov R Cov S Cov T    S   S   S   S   S   S   S   S   S	
AUTO N Co et g other than C llusion Collusion Rates    Cov O   Cov P   Cov Q   Cov R   Cov S   Cov T	
Autro N described in (a) above and covered for Co er g other than C llusea Collaise Enter Amst. ACV Deductible ACV Deductibl Rates Cov O Cov P Cov Q Cov R Cov S Cov T S \$ \$ \$ \$ \$	
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1   \$   \$   \$   \$   \$   \$   \$   \$   \$	Cov V
<u> </u>	;
	<u> </u>
ACV means Actual Cash Value Totals \$ \$ \$ \$	<u>;                                    </u>

3 Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated herein

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes
effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy
by a duly authorized agent of the company shall constitute yald countersignature of this Coverage Part

Mg (12/10)

END #10

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy) 10/1/78 (at the hour stated in the policy) and form

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES policy issued to AL

tems		S	CHEDULE	IN	LIEU (	OF PRE	VIOUS		
(a) The insurance afforded 18 on charges and under each suc more of the designating num against each such coverage s	h coverage ap terals for that	plies only to purpose app	such <i>covere</i> earing in div ibject to all	d autor islon (b the terr	mobiles as a ) of this Ite ms of this i	ire indicat m The li nsurance l	ed by entry mit of the c naving refere	' herein o ompany s	f one or liability
Coverages	★Covered _ Automo biles	Amount o A (Actual Cash V	Limit of Liz CV alu ) Deduc	ribia	S er	tered below stated in t	means he Schedule		ance aiums
O Comprehensive	CA (SEE	ENDT.	AL-8-1B	ATTA	CHED			s	
P Collision	CA CA	···	\$ 10 \$	00		····	<u> </u>	\$	
Q Fire Lightning or Transportation	CA CA							\$	
R Theft	CA CA							s	
S Windstorm Hail Earth quake or Explosion	CA CA						_	\$	-
T Combined Additional	CA CA							\$	
V Towing (Not available n C 1 forma)	CA CA		25 for each d	sableme	nt -			-  s	
orm Numbers of Endorsements forming art of this Coverage Part at issue	<u></u>		Limit of Li				nce Premiur ndorsement		
L 1A, AL8-1B (COMPO ATE ENDT )	\$ \$	All cove	red automobile red automobile	s at any	one location	TOTA	L ADVANC PREMIUM		05R 95E
(b) Explanation of above entries de  ★ CA 1 = all covered automobiles  CA 2 = all registered covered automobiles of passenger type  CA 4 = all covered automobiles of mercial type  2 Schedule of Covered Automobiles	tomobiles f the private of the com	CA 5= the cov Schedu a part vehicle paragr bile d	ered automobule of Covered hereof (includes subject to aph (b) of the finition)	es descr Automo ing newl the pro	ibed in the obiles made ly acquired ovisions of	When 6 = exc 10 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Coverage affalso entered welluding vehicle ured sluding under y vehicle not lue of at least	oth CA 1 2 s leased to Collision having an a	the name
(a) Description (b) Facts Response		se (c) Limit o		not sta					B Classifi
1 AS PER SCHEDUT	allonag Bus S ting	) S IN (S)	Mt N (M)	Mdi		P incipally gars (T wn Stat	)	Purpo e of U e	ta sau
	Purchased /Y —N w (N) Used	R ti g Symbol		A y loss ppear	d C fes	other than T with sured and th	ng 18 p y ble in Lo P yee named	est m y below	
(c) Limit of Liability-each	covered automol								
AUTO described in (a) above the than Collini E ter	and covered fo Collisi Enter	Rates	Cov O	Cov P	Cov Q	Cov R	Cov S	Cov T	Cov V
1 \$ \$	ACV' Ded ct		\$ \$		\$	\$	\$ \$		\$ E
. <del></del>	tual Cash Value	Totals	s s		- 2	\$	\$		<u>*                                    </u>
3 Except with respect to bailment gage or other encumbrance the automobile designated above as co herein	lease condition	al sale purchasis the sole ov	ase agreement wner of every	covered			1-		<u> </u>

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF-4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part FND #17, mg7/4/78 This Declarations page with GENERA' POLICY PROVISIONS Form 8111 Coverage Parts and endorsements if a 3 issued t form a part thereof completes the below numbered Casualty Insurance Policy

IN BINGE CROUP - 3 5	Har ord Fire Insurance ( Hartford Accident and In Hartford Casualty Insura	demnity Company (7) Twin (	City " re Insura	ers Insurance C ance Compan
The INSURER shall be the designated herein by Co		Hartford Connecticut 061: POLICY NO 56 C		31 E
DECLARATIONS Items	Previous Policy No 56 C 42962 IE	ELIXIR_INDUSTRIES 17809 S BROADWAY GARDENA, CALIF 90	al Q	1
1 Named Insured and Address The named Individual snsured is Joint Venture	Partnership X Corporatu Other		248	
Producer a Name and Address	Agent Cod		-1-78	
VILSHIRE INSURANCE AGENCY	220251	12 01 A M standard time at therein  Audit Period Annual unless off		Semi Annual Quarterly Monthly
The advance premium for this possiblect to such limits of liability s	licy is as stated below I as are stated therein and s	subject to all the terms of the po	erage Parts for	rming a part hereof
	JOHNMAN OF ME	THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CO		ADVANCE
COVERAGE PARTS				PREMIUM
Comprehensive General Liability Insu	rance			s 38 670 00
Comprehensive Automobile Liability	Insurance			s 344 760 00
Automobile Medical Payments Insura	nce			\$
Uninsured Motorists Insurance				\$
Automobile Physical Damage Insuran	се			s 30 041 00
Premises Medical Payments Insurance	е			\$
Contractual Liability Insurance				s INCL
Personal Injury Liability Insurance				s INCL
Garage Insurance		_	<del></del>	s
AUTO PIP INSURANCE				\$ 878 00
Form Numbers of Coverage Parts and endor	sements not listed on Coverage	Parts forming part of Policy at some	I	1 \$
L3503-0, L3523-0, A371	_	rans forming part of rolley at issue	TOTAL ADVANCE PREMIUM	s414 349 00
If Policy Period more than one year Premium is payable On effective		Discount \$ 1st Anniversary \$		remium \$ niversary \$
4 Business of the named insured is	<b>→</b>	ELECTRICAL GOODS MFG		
5 During the past 3 years no Insurer has to the named insured similar to that otherwise stated herein				
BY BL 11/10/11/77	Bulled 2 year	retraspective 1	rating &	\$69,525

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# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



THE HARTFORD

56 C 429331

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

Items

OF PREVIOUS SCHEDULE

[tems

l (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

+Covered	Limit of Liability — each covered automobile	1
Automo biles	Amount o ACV Deductibl As p rately stated in the School	Advance Premiums
CA (	SEF ENDT. Ab-1B ATTACHED)	\$
CA CA	\$ \$	s
CA CA		\$
CA CA		s
CA CA		\$
CA CA		\$
CA CA	\$25 for each disablement	s
g	Maximum Limit of Liability Advance Pre	mium
s	Any one covered automobile for Endorse	ments s
s s		ANCE 25,030
Records to	be submitted ( $M = monthly Q = quarterly S = semi ann$	ually)
	CA CA CA CA CA CA CA CA CA CA CA CA CA C	Automo biles  Amount o ACV (Actual Cash Valu ) Deductibl  CA (SFF ENDT. Ab-1B ATTACHED)  CA  CA  CA  CA  CA  CA  CA  CA  CA  C

Explanation of above entries d signating the covered automobiles to which this insurance applies under each Coverage afforded

CA 1=all covered automobiles

CA 2=all registered covered automobiles

CA 3=all covered automobiles

Schedule of Covered Automobiles made

CA 3=all covered automobiles of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation of the formation When also entered with CA 1 2 3 or 4 6 = excluding vehicles leased to the named CA 3 = all covered automobiles of the private a part hereof (including newly acquired insured passenger type vehicles subject to the provisions of

CA 4=all covered automobiles of the com

mercial type

paragraph (b) of the covered as tomo bile definition)

7 = excluding under Collision Coverage any vehicle not having an actual cash

value of at least \$

Ve Clas 6 cats
n y
T Cov V
\$

Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named in ured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated herein

ACV means Actual Cash Value

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature policy and at issue of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Par

Totals \$

		* ' *

MARK
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FORMS
ATTACH

# Comprehensive General Liability Insurance Coverage PartSHIRE INE. AGCY

Und Approved	Confidential Report	Und Notes	
Quality Control			

56 C 429031

This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIFU OF PREVIOUS SCHEDULE **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

verages Advance Premiums			Limits of Liability					
A — Bodily Injury Liability	s 25,	193		s	#		000 each occi	Jrrence
				S	*		000 aggregate	1
B — Property Damage Liability	\$ 13,477				\$ #		000 each occu	
		'		\$	*		000 aggregate	! =:
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the other		Premium Bases	Rate	S	<u> </u>		Advance Premi	<del></del>
provisions of this policy			BI		PD		B!	PD
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) P	er Lin er \$16	)Sq Ft o ear Foot )O of Ro )O of Ro	t emun		
(b) Escalators		(e) Landings	(e) P	er Lar	iding			1
(c) Independent Contractors		(f) Cost	(f) Pe	er \$10	0 of Co	st	1	İ
(d) Completed Operations		(g) Receipts	(g) P	er \$1	000 of R	eceipts		
(e) Products		(h) Sales	(h) P	er \$1	000 of	Sales		
				~				
Form Numbers of Endorsements forming part of this 3112-2, AL81B (COMPOSITE BATE E) If the Policy Pendo is another than one year the Free	MT.)L3	012-2L30 4	-0, ^T	OTAL	ADV/		s 25,193	\$ 13,47

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

# Comprehensive Automobile Liability Insurance **Coverage Part**



This Coverage Part forms a part of Policy No. 56 C 429931 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

### IN LIFU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company a liability against each such coverage shall be as stated herein, subject to all the terms of this policy having

	Coverages	Adv	ance Premi	Limits of Liabilit	ty				
C — Bodily	Injury Liability	\$			\$ #	000 each person			
			267,834. s *			000 each occurrence			
D — Proper	ty Damage Liability	\$ 77	7.804.		\$ #	000 each occurr	ence		
		Descrip	tion of Haza	rds					
Owned Auto	omobiles Premium	Basis — Per A	Automobile						
YEAR MODEL BODY TYPE — TRUCK SIZE IDENTIFICATION NO (I) TO TRADE NAME (TRUCK LOAD GALLONAGE SERIAL NO (S) THE			AND STATE IN WHI	CH (a) PU	RPOSE OF USE	Advance P	remiums		
IRADE NAM	E (TRUCK LOAD GALLONAGE SERIAL NO ( BUS SEATING CAPACITY) MOTOR NO (	A) PRINC	TOMOBILE WILL BE CIPALLY GARAGED CLASSIFICATIO			Coverage C	Coverage D		
ATT	ACHED (AND SCHEDULE COMPANY)	ON FILE	WITH			159,550 R 108,284 F	46,216 F 31,588F		
Hired Auto		n Basis—Tot RPOSES OF USE	al Cost of H	Γ	OTAL COST OF HIRE	-	-		
(0)		_							
6 <b>MM</b>	CALIF.		IF ANY	INCL	INCL	INCL	INCL		
БИМ		sis—Total Ni		1	1	INCL	INCL		
Non Owne	CALIF.  d Automobiles Premium Ba of Employees at all Locations	sis—Total No		1	1	INCL	INCL		
Non Owne	d Automobiles Premium Ba of Employees at all Locations			1	1	INCL	INCL		
Non Owne	d Automobiles Premium Ba			1	1	INCL	INCL		
6MM Non Owne Total Number ONE (1)	d Automobiles Premium Ba of Employees at all Locations  CALIF. CODF 6601	-99	umber of En	1	1				
Non Owne Total Number ONE (1) Form Numbers o	d Automobiles Premium Ba of Employees at all Locations  CALIF. CODF 6601  f Endorsements forming part of this Cov	-99	umber of En	1	1				
Non Owne Total Number ONE (1) Form Numbers of AL8-1B (	d Automobiles Premium Ba of Employees at all Locations  CALIF. CODF 6601  of Endorsements forming part of this Cov  COMPOSITE RATE FRDT.	=99 verage Part at 1	umber of En	 nplovees at al	1 Locations				
Non Owne otal Number ONE (1)	d Automobiles Premium Ba of Employees at all Locations  CALIF. CODF 6601  f Endorsements forming part of this Cov	=99 verage Part at 1	umber of En	 nplovees at al	1 Locations				
Non Owne One (1) orm Numbers of AL8-1B (	d Automobiles Premium Ba of Employees at all Locations  CALIF. CODF 6601  of Endorsements forming part of this Cov  COMPOSITE RATE FRDT.	=99 verage Part at 1	umber of En	 nplovees at al	1 Locations				

PREMIUMS | \$267.834.

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Lart takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized igent of the company shall constitute valid countersignature of this Coverage Part

# Comprehensive General Liability Insurance Coverage Part

Und Approved	Cor Repon	itial	Und	Notes	
Quality Control	·				

This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a pai of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

# *\$1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

	Advanc	e Pre	miums		Lim	its of Llabi	lity		
A — Bodily Injury Liability	s 25.	193	00		\$	*	000 e	ach occ	urrence
					\$	*	000 a	ggregate	<b>e</b>
B — Property Damage Liability	\$ 13,	477	00		\$	*	000 e	ach occ	urrence
, , , ,		•••			\$	*	000 a	ggregat	e
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the othe	Code	No	Premium Bases	Rates		lnn		ce Prem	7
provisions of this policy				BI		PD	ВІ		IP D
(a) Premises — Operations			(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	Line \$100	og Ft of Area ar Foot ) of Remun ) of Receipts			i i
(b) Escalators		İ	(e) Landings	(e) Per	Land	ting	i		
(c) Independent Contractors			(f) Cost	, ,		of Cost	Ì		
(d) Completed Operations			(g) Receipts	(g) Per	\$10	00 of Receipts	!		1
(e) Products			(h) Sales	(h) Per	\$1 (	000 of Sales			1
(AND SCHEDULE IN FILE WITH COMPANY	)								
(AND SCHEDULE IN FILE WITH COMPANY	)								
(AND SCHEDULE IN FILE WITH COMPANY RE-INSURANCE	)						7	091	3 79
•	)						7	091	3 79
•	)						7	091	3 79
•							7	091	3 79
•							7	091	3 79
•							7	091	3 79
•							7	091	3 79

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



**Boats** 

Named Insured and Address

This endorsement forms a part of Policy No S6 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$\rm 12.01\ A\ M\ standard\ time\ at\ the\ address\ of\ the\ \it named\ \it insured\ }$  as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE

It is agreed that

- 1 The exclusion relating to watercraft does not apply to watercraft described below
- The Persons Insured provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured provided the actual use thereof is with the permission of the named insured
- 3 The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable.

#### **SCHEDULE**

Description (Classification of Westername)	Code Number of Watercraft		Rates eac	Rates each Watercraft		Advance Premium	
Description/Classification of Watercraft		Number of Watercraft	BI PD		Ві	PD	
	1						
		1	Ì				
	İ						
ALL WATERCRAFT OWN	IED BY T	THE NAMED INS	URED				
					1		
						İ	
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	1						
	Į		1		,	1	
	1		1			}	
	1						
	}		1		}	1	

lınımum F	remium (	\$Bodily Injury Liability	SProperty	Damage L	lability
-----------	----------	---------------------------	-----------	----------	----------

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other

This endorsement shall not be binding unless countersigned by a duly_authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

# Broad Form Property Damage Coverage (Excluding Completed Operations)



Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date same as stated in the Declarations of the policy

Effective hour is the

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

Classification

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

- The exclusions relating to *property damage* to (1) property owned occupied or used by or rented to the *insured* or in the care custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control and (2) work performed by or on behalf of the *named insured* ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)
  - (w) to property damage
    - (1) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or rented to the *insured* for the purpose of having operations performed on such property by or on behalf of the *insured*
      - (b) tools or equipment while being used by the insured in performing his operations
      - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
      - (d) that particular part of any property not on premises owned by or rented to the insured
        - upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or
        - (ii) out of which any property damage anses or
        - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the *insured*
  - (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection thereof.
- B The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the *insured* such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersianed by

Authorized Agent

# Amendment — Limits of Liability (Single Limit)



#### THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Effective hour is the

same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following		
COMPREHENSIVE GENERAL LIABILITY INSURANCE	— (Coverage Part CGL )	
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE	— (Coverage Part CAL )	
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE	— (Coverage Part MC )	
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE	— (Coverage Part OLT )	
CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part K)	

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Limits of Liability
Bodily Injury Liability and Property Damage Liability	CGIK	\$ ,000 000 each occurrence
	CGL-K	\$ 000 000 aggregate — Division
		\$ 000 aggregate — Division
Bodily Injury Liability and Property Damage Liability		\$ 000 each occurrence

- **Division 1** Applicable to damages because of *bodily injury* and *property damage* as specified in paragraph (b) in the Limits of Liability provision of this endorsement
- Division 2 Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the provision of this endorsement —

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company's liability is limited as follows

#### Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

- 1
- (b) The limit of liability if any stated in the Schedule of this endorsement as laggregate Division 1 is subject to provision (a) hereof respecting leach occurrence the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage which is included in any of the numbered sub paragraphs below and in subparagraph (3) with respect either to the bodily injury or property damage or to the bodily injury and property damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor slequipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
  - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.
  - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard
  - (4) all property damage for which liability is assumed under any contract other than an incidental contract to which the Contractual Liability Insurance if afforded applies

Such aggregate - Division 1 limit shall apply separately

- (i) to the property damage included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured
- (ii) to the sum of the damages for all bodily injury and property damage included in subparagraph (3) and for which insurance if any is afforded as stated in paragraph (b) above
- (iii) to the property damage included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured
- (c) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 2 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts disgnated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage
- (d) For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Named insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12\,01\ A\ M$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT

# THE STANDARD PREHIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY ACTUAL STANDARD PREHIUM SHALL BE DETERMINED AS FOLLOW

BODILY INJURY 1407
PROPERTY BAHAGE 0753

COMBINED 2163

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF 2163 PER \$100 OF WORKERS COMPENSATION PAYROLL

# AUTO LIABILITY

COMBINED	\$769 80
PiP	l 96
PROPERTY DAMAGE	173 28
BODILY INJURY	\$594 56

#### - CONT -

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the  $named\ insured$  as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF \$769 80 PER LICENCED VEHICLE, INCLUDING TRAILERS AND SENI TRAILERS

#### AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS

	FIRE/THAFT/CAC	COLLISION
TRACTORS	644	2 176
TRUCKS	952	3 312
ZONE RATED	<del>9</del> 90	3 600

PAGE 3

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the deula ations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12.01 A  $\,\mathrm{M}_{\odot}$  and ird time at the address of the named insured a stated herein

The endor ement modifies such in urance a reafforded by the privious of the policy relating to the following

COMI REHENSIVE GENERAL LIABILITY INSURINCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### **SCHEDULE**

Coverage

#### Amount and Basis of Deductible

Bodily Injury Liability \$ per claim \$ per occurrence

Property Damage Liability \$ 250.00 per claim \$ per occurrence

Application of Endorsement (Enter here in limital is in the application of this endor ement. If not in tall in a citered the deduct ble apply to all 1 however caused) —

#### It hareed that

- 1 The company's obligation under the Bod Is Injur. Liability and I reports Damage/Liability Countries of damage of behalf of the insured applies only to the amount of damages mesce of any deduct ble amount that distributed is the clear lead of the placebole to uch coverage.
- ? The deductible amounts stated in the schedule apply as follows:
  - (1) PER CLAIM BASIS—If the deductible is of a per claim by the deductible mount applic and rathe Bodil Injury Liability of I roperty Damage Liability Coverage respects elysto all damages because of lod ly 1 /1 in ned by one per on or to all property damage sustained by one person or organization as the result of an one occi rence.
- (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible under the Bodis Injury Liability or Property Damage Liab I t Coverage respect ely to all damage because of all hold or property da nage a the result of any one occurrence
- 3 The term of the policy including tho e with respect to (a) the companion right and dutie in the pectit the defence fruit and (b) the insured sidule in the event of an occurrence apply irrespective of the application of the deductible in unit
- 4 The company may pay any part or all of the deductible amount to effect settlement of any claim or untained upon notification of the action taken the naived insured shall provide reimburse the company for uch part of the deductible a unit is had been plud by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Countersigned by

# Comprehensive Automobile Liability Insurance **Coverage Part**



56 C 429931E

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to **ELIXIR INDUSTRIES** 

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIEU OF PREVIOUS

**SCHEDULE** 

\$1,000.000 *CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company a liability against each such coverage shall be as stated herein subject to all the terms of this policy having

Coverages		_	Advance Premit	ıms			Limits of Liabilit	·v
C — Bodily Injury Liability		\$	267.834 00		\$	*	000 each person	
					\$	*	000 each occurr	ence
D — Property Damage Liabil	ity	\$	77,804,00		\$	*	000 each occurr	епсе
			Description of Haza	rds				
Owned Automobiles	Premium	Basis -	– Per Automobile					
YEAR MODEL BODY TYPE — TRUCK TRADE NAME (TRUCK LOAD GALLO	K SIZE IDENTIFICATION HAGE SERIAL NO ( CITY) MOTOR NO (	NO (2)	(I) TOWN AND STATE IN WHI THE AUTOMOBILE WILL BE	CH (a)	PURPOSE OF	USE	Advance P	remiums
BUS SEATING CAPAC	CITY) MOTOR NO	<u>(M)</u>	PRINCIPALLY GARAGED		CLASSIFICAT	10N	Coverage C	Coverage D
VITH COMPANY) P.1 P							266,956 00 878 00	77,804 00
Hired Automobiles  TYPES HIRED LOCATIONS WHERE AUT	TOMOBILES WILL PU	URPOSES O	1 IOIAL COST	RATES PER \$100				-
<del></del>	TOMOBILES WILL PU		E LICE ESTIMATED		TOTAL COS			-
TYPES HIRED LOCATIONS WHERE AUT	TOMOBILES WILL PU	URPOSES O	F USE ESTIMATED	RATES PER \$100		AGE D	INCL	INCL
TYPES HIRED LOCATIONS WHERE AUT (b) BE PRINCIPALL	Premium Baall Locations  IF  IF  IN 1795-0. A340	asis—To	F USE ESTIMATED TOTAL COST OF HIRE  IF ANY  otal Number of Em  6601-99	RATES PER \$100 COVERAGE C INCL	I NC	AGE D	INCL	INCL

PREMIUMS 267.834.00 5 77.804.00

J٠

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

ENDT #3

This Coverage Part shall not be binding unless countersigned by a duly author zed agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

P & B = Pleasure and Business C = Commercial

Countersigned by

(b) PP = Private Passenger Automobile C = Commercial Automobile

# Comprehensive Automobile Liability Insurance Coverage Part



# THE HARTFORD

56 C 429931E

This Coverage Part forms a part of Policy No	issued by THE HARTFORD INSURANCE GROUP
Company designated therein and takes effect as of the effective date of said polic unles	otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

**SCHEDULE** 

#\$1 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein—subject to all the terms of this policy having reference thereto.

reference thereto					<del></del>	<del>-</del>	
Coverages	267.834	ice Premiur . 80	ns	!-		Limits of Liabili	<del></del>
C — Bodily Injury Liability	\$ 22.0				*	000 each person	
D. D D Lalle	77,804	-00-			<u>*</u> *	000 each occurr	
D — Property Damage Liability	1 9				<u> </u>	000 each occurr	ence
D	Basis — Per Au	n of Hazard	18				
	on No (I) Town no		h l	( ) P	II	Advance P	romanum e
Yea Mod I Body Typ Tuk Si Id ntifi atl Td Nm (Tuk Load Gallonag Sil N Bu Se ting Capacity) Moto N	No (S) thut	omobil will be in the geo	-		pos of U	Coverage C	Coverage D
AS PER COMPOSITE RATE END						266 956 00	77 804.00
(AND SCHEDULE ON FILE WITH	H COMPANY)	•				878 00	•
2 Hired Automobiles Premiu	m Basis—Total	Cost of Hire	2			-	
Typ Hi ed Loc tion wh automobil will F	ou po es of U	L tim t d	₹ t p	\$100 T	ot lCotfH	-	
Typ Hi ed Loc tion wh automobil will F (b) b p in ip lly u ed	()	Etim td F TtlCot of Hi	Co	g C	Co rag D	-	
EXCLUDED					-		_
	asıs—Total Num	ber of Emp	lovee	s at all	Locations		
Total Number of Employees at all Locations  EXCLUDED  Form Numbers of Endorsements forming part of this Co	overage Part at issu	ie.	-			_	
A2036-3, A3718-0, A3795-0, A24 AL68(CAL)(CSL), AL8-18(COMPOST							
				TOTA	L ADVANCI PREMIUMS	267 <b>83</b> 4	s 77 804

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage I art takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

(a) P = B = Pl dB = C = Cm l

Countersigned by

A tho ized Agent

# Exclusion of Hazards Otherwise Insured



Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

 $17\ 01\ A\ \mathrm{M}\$  standard time at the addres of the named insured as stated herein

This endorsement modines such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### It 1 agreed that

- I The insurance doe not apply with respect to such and so many of the hazards de cribed in the Schedule a are designated therein by the word excluded
- II The insurance does not apply prior to the date tated in the Schedule as the expiration date of other in urance with respect to such and so many of the hazard described therein which are designated by an expiration date of other in urance
- III With respect to such and so many of the hazard described in the Schedule a are designated by a primary in urance date and by limit of liability the in urance shall prior to such date apply only to lost in excess of the applicable limit a tated in uch Schedule and then only in the amount by which the applicable limit of liability stated in the declaration exceed the applicable limit a tated in uch Schedule

	SCHEDULE	
DESCRIPTION OF HAZARDS (a) Owned Automobiles	I II	Expiration Date of Other In urance
The ownership mantenance use loading or unloading of any owned automobile described	III Primary Insurance Date - Lim ts of Liab ht	\$ 000 each per on
therein including any traile while being used therewith and any autor obile while being used	<del></del>	D C − S 000 each occurrence D D − S 000 each occurrence
1 or the to viα of an I aile de cribed herein	Bd T p T kS Id 6  1 Md 1 (T kL d ( II g S 1 \ d \ m B S gC p )) M \ (	(I) TdS whhh (S) Pp mbillbppll; (VI) (L ggd
	_	
(b) Hired Automobiles The maintenance use loading or unloading of	EXCLUDED 11	Expiration Date of Other Insurance
any hired cutomobile including any traile while	III I ri nary Insurance Date - I imit of Liabilit	\$ 000 each person
being used there ith and an automobile while being used for the towing of any hired trailer	Co	o C — S 000 each occurrence
	Co	ov D — \$ 000 each occurrence
(c) Non Owned Automobiles	1	Expiration Date of Other In urance
The maintenance use loading or unloading by	EXCLUDED	
ni per on (other than the named insu ed if the	III Pr mary Insurance Date - I mut of Lability	S 000 each person
amed s ed is an individual) of any non owned at tomobile including any trailer while being it ed	Co	ov C — \$ 000 each occurrence
there ith and invautomobile while being u ed		
for the to the of any non-owned trailer	C	ov 1) — \$ 000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this indorsement.

Counter igned by

litho i ed Igent



# **Deductible Liability Insurance**

Named In ured and Addres

This endorsement forms a part of Policy No. 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date

12.01 A  $\,\mathrm{M}\,$  standard time at the address of the named insured a stated herein

This endorsement modifies such insurance as is afforded by the provision of the policy relating to the tollowing

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BASIC AUTOMOBILE LIABILITY INSURANCE GARAGE INSURANCE

# SCHEDLLE Coverage Deductible Amount Basis Bodily Injury Linb lit S Leach claim S Leach occurrence S 250 00 Each occurrence

#### It is agreed that

- 1 Under any coverage for which a deductible amount is designated above the company shall be hable up to the limit of habitity tated in the declaration only for the amount of damages including damage for care and log of ervice because of poddly injury or property damage otherwise payable thereunder in excess of such deductible amount.
- 2. All the other term of the policy shall apply as if the company vere liable for such deductible amount
- 3 The deduct ble amount stated in the schedule apply as follows
  - (a) PFR CLAIM BASIS If the deductible is on a per claim basis the deductible amount applie under the Bodily Injury Linbilit. Coleracy to all damage including damage for care and loss of service because of bodily injury suitained by one per on as the result of an one occur ence.
  - (b) PER OCCURRENCE BASIS If the deductible is on a per occurrence basis the deductible applies
    - (1) under the Bodily Injury Liability Coverage to all damages including damages for care and los of service because of all bodily is jury or
    - (11) under the Property Damage Liability Coverage to all damages because of all property damage a a result of any one occurrence
- 4 The company may passo much of the deductible amount as mas be required to effect settlement of any claim or suit and the a ned rish ed shall upon notification of such payment promptly reimburse the company for such payment

Note In Chilfornia Indiana Minnesota New Jersey New York Oregon South Carolina Virginia Washington and West Virginia paragaph 4 in annended to read as follows

The company shall pay all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which has been paid by the company

Nothing herein contained shall be held to vary waive after or extend any of the terms condition agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endor ement take effect as of the effective date of the policy and at issue of said policy forms a part thereof counter ignature on the declaration page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Counter igned by

# **Automobile Physical Damage** Insurance (Fleet Automatic) Coverage Part

Coverages

Comprehensive

**★**Covered

Automo

biles

CA

COPY



Premiums

56 C 429931E This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy) This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to

PRODUCER S (a) political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political political p The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

Items **SCHEDULE** The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability — each covered automobile

CV S ent ed below mean

As separately stated in the Schedule of ed Automobiles made a pa th eof

Amount o ACV (A tual Cash Valu )

U	Comprene	nsive	CA	İ		s					\$	
P	Collision		CA <b>(\$</b>	EE ENDT	AL8-	- IB AT	TACHED)				s 11	NCL
Q	Fire Light Transports		CA CA		_						s <b>1</b> 1	KCL.
R	Theft		CA CA								S 1	NCL.
s	Windstorn quake or I	n Hail Ear Explosion	th CA								s	
<b>T</b>	Combined	Additional	CA CA								5 8	NCL.
v	Towing (N t v	iabl Calín	CA CA			\$25 for eac	ch disableme	ent			s	
	mbers of End us Coverage 1		ming	M	laxımun	n Limit o	f Liability			nce Premi		_
01 12	as coverage :	uit at 130 <b>40</b>	\$		Any or	ne <i>covered a</i>	ıutomobile		for	Endorseme	nts 5	
£	H-8-1B		\$			ered automo ered automo		one locat or	TOT	AL ADVAN PREMIU		.041.0
			Recor	Records to be submitted ( M = monthly Q = quarterly S = semi annually)							ly)	
Sche	passeng  A 4=all cove  mercial  dule of Cove  escription	red automobi type ered Autom	obiles as of	effective da	paragi bile of the	raph (b) o definition) s insurance		red astomo	a v	cluding un ny vehicle n alue of at lea	ot having a ist \$	n actual c
AUTO	(a) Yar M	od l Bo	dy Typ Capac	aty	ld t fic	at N (1)	N f Cyl		P incipally gas	g d in	Pu po of U	
No 1 2 AUTO N	(b) L (S)		EDULE Q	H FILE V		OMPANY	M) Mod I  A y lo pp ar	d C g	(Tw St	ring is py bl Lo Py nai	inter tim y	Ca
1 2												
AUTO N	Co descri	Liability—e bed in (a) ab th Clus		ered for	Rates			· · · · · · · · · · · · · · · · · · ·	ance Pren	1		1 0
	Amt ACV	D d ctrbl	ACV	D d ctubl		Cov O	Cov P	Cov Q	Cov R	Cov S	Cov T	Cov
i		\$	Į į	\$		\$	\$	\$	\$	\$	\$	\$
2		\$		\$		\$	\$	S	8	\$	\$	\$
	_		Actual Casi		Totals		\$	\$	\$	\$	s	\$
gage	pt with responder or other en	cumbrance	the named i	insured is th	he sole o	wner of ev	ery covered					

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



Named Insured and Address

This endorsement forms a part of Policy No 56 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the *named insured* as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### AUTONOBILE PHYSICAL DAMAGE INS COVERAGE

# FLEET AUTOMATIC PHYSICAL DAMAGE COVERAGE IS TO APPLY ONLY TO VEHICLE

- (A) 1973 & NEWER, AND
- (B) \$20 000 COST NEW & HIGHER

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL-8-1 A Printed in U.S.A. ISO

ATTACH FORMS ALONG MARGIN BELOW THIS MARK

CONTRACTUAL LIAB	ILITY INSURA	ANCE (BLANKET	COVERAGE)	— COVERAGE	PART
------------------	--------------	---------------	-----------	------------	------

PRODUCER'S COPY

Und App ved	·   ·	ent 1 ort	Und N te	
Qual ty Control				

This Coverage Part forms a part of Policy No 56 C 42931E issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### SCHEDULE

#### *! 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums				Limits of Liability					
YB — Contractual Bodily Injury Liability	5 INCL	•		\$	*	000	each occu	ırrence		
ZB — Contractual Property Damage Liability	S INCI	<del></del>	-	\$	\$ *		000 each occurrence			
	1.20			\$	*	000	aggregate	<u> </u>		
Design of Contract	Code	Premium Bases		Rat	es		Advance	e Premiums		
Designation of Contracts	No	Premium Bases	В	I	P D		ВІ			
		() Cot	( ) P	\$100 (	Co t		<del></del>			
		(ы s і	(b) P	\$1 000	(SI	-				
PER COMPOSITE RATE ENDT ATTACHE UND SCHEDULE ON FILE WITH COMPANY)	D					1	INCL	INCL		
	D						INCL	INCL		
		e Part at issue	тот		DVANC	E	INCL	INCL		
NO SCHEDULE ON FILE WITH COMPANY)		e Part at issue	тот		DVANC EMIUM	E	INCL.	INCL s INCL		
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# COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

# COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* by reason of *contractual liability* assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- any arbitration proceeding wherein the company is not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) (1) if the insured is an architect engineer or surveyor to bodily injury or property damage arising out of profe sional services performed by such insured including
  - (1) the preparation or approval of imaps drawings opinions reports surveys change orders designs or specification and
  - (ii) supervisory inspection or engineering services
  - (2) If the indemnitee of the insured is an architect engineer or sur veyor to the liability of the indemnitee his agents or employees arising out of

The conditions and provisions printed on pages KB 2 and KB 3 of this form are hereby referred to and made a part hereof

The Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage I art takes effect as of the effective date of the policy and at issue of said policy forms a part thereof counter igniture on the declaration page of and policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

Countersigned by

# Statement of Premium Adjustment for Liability and Property -

2	$\mathbf{u}$	Hartford	Fire Insurance Company
3	<u>5</u>	Hartford	Fire Insurance Company Accident and Indemnity Company
,	3	Hartford	Casualty Insurance Company

**Policy No** 

Co

Code

କ୍ତି New York Underwriters Insurance Company ଓ 🏹 Twin City Fire Insurance Company ଓ

Period of Policy



Date March 29, 1979

Period of Audit or Report

5	<u>56 C 429931</u>	. E		10/1/77-10/1	L <b>/7</b> 8			Same		_
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#### VILSHIPL INS PCY 220151

# ADDITIONAL INSURED (Premises Leased to the Named Insured)

Named Insured and Address

This endorsement forms a part of Policy No 5 C +2' 35' issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unlearn another effective date is stated herein

TLIVIR INDUSTRIES 17803 S BROADWAY GARDENA CALIF 90248

Effective date

1 17 7

12 01 A M standard time at the address of the named insured a

Premiume

This endorsement modines such insurance as is afforded by the provision of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDIORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS LIABILITY INSURANCE

It is agreed that the Persons I issured provision is amended to include as an insured the per on or organization designated below but only with respect to liability arising out of the ownership maintenance or use of that part of the premise designated below leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- 1 to any occurrence which takes place after the named insured ceases to be a tenant in said premises
- 2 to structural alterations ne con truction or demolition operations performed b or on behalf of the per on or organization designated below

#### **SCHEDULE**

		1 1 6 1 1	IIUIIIS
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
17770-17776 ROWLAND AVE CITY OF INDUSTRY CA KA DILDI G USC	JACK C ECOFF AG I IS SOLE \$ SEPARATE PROPERTY	INCL	INCL

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy othe than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Countersigned by

Authorized Agent

RL - 25 7

JUL 28 .578

#### VILSHIPE INS TY 220251

# Hired Automobiles — Specified Car Basis



#### THE HARTFORD

5L C 479931 E

This endorsement forms a part of I olicy No i juid by THE HARTFORD INSURVNCE GROUP company designated therein and takes effect as of the effective date of said policy unles unother effective date i stated herein

€ € 78

Effective date

Named Insured and Addres
ELIXIP IND
17809 S RROADWAY

17809 S BROADWAY
CARDEW CALIF 90248

12 01  $\lambda$  M standard time at the addres of the named insured as stated herein

This endorsement modifie, such insurance as a afforded by the provisions of the policy relating to the following

COMPREHENSIVI AUTOMOBILE LIABILITY INSURANCE VI TOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

ALL VEHICLES LEASED AND/OP RETITED BY THE NAVED I ISJRED

ADDITIONAL INSURED T/ LEASING 1690 ROHREPSTOWN RD LANCASTEP PA 17604

RLH 7 25 7°

It igreed that the nourance of the pect to the hold at to told the described hereing described at the policy and subject to the edge continued to the following additional provious

1 The intrace pplie to the interest of as rentee of such alto tobble in the same number in the vere the orientee of individual of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest of the interest

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# WILSHIRE INS ACCY 220251

# Hired Automobiles— Specified Car Basis



Named In ured and Addre

56 C 429931 E

This endor ement forms a part of Policy No
1 ued by THE HARTFORD INSURANCE GROUI company designated therein and take effect as of the effective date of said policy unless another effective date is tated herein

GARDENA CALIF 90249

ELIXIR IND

17809 S BROADWAY

4 **20 7**8

Effective date

12 01  $\lambda$  M standard time at the address of the named insured as stated herein

The endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURINCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

ALL VEHICLES LEASED AND/OF REPITED BY THE HAMED INSURED

ADDITIONAL INSUPED FELD TRUCK REPTALS 19300 HAVILTON AVE GAPDENA CA 90240

-LH 7 25 7°

It ingreed that the in urance is three pect to the hired automolale described here nor designated in the policial subject to this endor ement applied ubject to the following additional provisions

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# ADDITIONAL INSURED

(Premises Leased to the Named Insured)

Named Insured and Address

56 C 429931 F

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

**ELIXIR INDUSTRIES** 17809 S BROADWAY GARDENA, CA 90248

Effective date

5/19/78

12 01 A M standard time at the address of the named insured as tated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS LIABILITY INSURANCE

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated below but only with respect to liability arising out of the ownership maintenance or use of that part of the premises designated below leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- I to any occurrence which takes place after the named nsured cease to be a tenant in said premises
- 2 to tructural alterations new construction or demolit on operations performed by or on behalf of the person or organization designated below

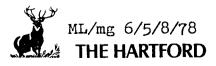
#### **SCHEDULE**

		Prem	iums
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
3019 F HARCOURT STREET, COMPTON, CA	JERRY RAPPORT AND AGNES O RAPPORT 25465 CADILLAC	TNOT	TNOT
CODF 11111 TO3	LAGUNA HILLS, CA 92653	INCL	INCL

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other

The endor ement shall not be binding unless counters gned by a duly authorized agent of the company provided that if this endorsement takes effect a of the effective date of the policy and at issue of said policy forms a part thereofologoral countersignature on the declaration page of said policy bounders authorized agent of the company shall constitute valid counters gnature of this endor ement

WILSHIRE INSURANCE AGENCY



Countersigned by

Record & Muched - Kp JUN: 4 1778

ATTACH FORMS ALONG MARGIN BELOW THIS MARK

U d App d	(	e t l o t	U d N t	
Q lty Cont l				

issued by THE HARTFORD INSURANCE GROUP This Coverage Part forms a part of Policy No 56 C 429931 E Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

#### IN LIEU OF ENDT

(For use only if this Coverage Part is effective after the effective date of the Policy)

10/1/77 This Coverage Part is effective policy issued to ELIXIR INDUSTRIES

(at the hour stated in the policy) and forms a part of the above de ignated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

* 1,000,000 CSL

Coverages	Advance Premiums			Limits of Liability			
YB — Contractual Bodily Injury Liability	S INCL			\$	*	000 each occu	irrence
ZB — Contractual Property Damage Liability	S INCL			\$	*	000 each occu	rrence
				\$	*	000 aggregate	
David and a first control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Cont	Code	Premium Bases		Ra	tes	Advance	Premiums
Designation of Contracts	No	Premium dases	ВІ		PD	ВІ	P D
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		(b) S I	(b) P	\$1 000	) fS i		
ALL WRITTEN CONTRACTS	4003	IF ANY	INC	:L	INCL	INCL	INCL
Form Numbers of Endorsements forming part of	this Coverag	e Part at issue	тот		ADVANCE REMIUNS		s INCL
If the Policy Period is more than one year the Pr	remium is P	ayable					
On effective date of Policy \$ 18t A	nniversarv \$	2r	ıd Ann	ver	вагу \$		

The follo ng exclusions also apply

#### COVERAGE YB-CONTRACTUAL BODILY INJURY LIABILITY

#### COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insu d by reason of contractual habitity assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exerci e the insured s right in the choice of arbitrators and in the conduct of such proceeding or
- (2) any suit after the applicable limit of the compan limbilit had been exhausted by palment fluidgments or lettle ield.

This insurance does not appl

- (a) to liability a sumed by the insi red under any incide ital cont act
- (b) (1) if the insi ed is an architect engineer (r sur e or t bodila in v or property damage arising out of professional ervice performed by such insised including
  - (i) the preparation coupproval of map drawings op nion report ur evs change orders de ign or pecification and
  - upervisory inspection or engineering ervice
  - (2) If the ridem liter of the rish ed is an irchitect lengineer or sur vever to the liability f the indemnited hinger to remplees rising out of

The conditions and provisions printed on page KB? and KB3 of this for a arc hereby referred to and made a part hereof

The Coverage Part hall not be briding unless countersigned by a duly authorized agent of the company provided that if the Coverage last to ke effect a of the effective date of the policy and at issue of said policy forms a part thereof counter igniture on the declaration page fould policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

Countersigned by

#### DEFINITION OF SYMBOLS R AND L

This endor emen forms ap it Holicy No. 56 C 4299±3 issued by THL HINRIPOLD INSURANCE CROUL company designated therein and takes effect as of the effective dat. of said policy unless another effective date is stated herein

Effective date October 1, 1977

Named Insured and Address

Elixir Industries

Gardena, California

12-01 A. M. standard time at the address of the named insured stated herein.

#### It is agreed that

- (a) the s-mbol R de-gnate the rates and premiums for that insurance which is subject to Retro pective Rating Plan D is specified in Para iph 3- 1  $b^i$  1 2 the Retro p-ctive I remium I indorsement Plan D and
- (b) the symbol E disquate the rates and premium fir that in crance which is not subject to Retro pective Pating PlanD a specified in Fara, and 3 Table 1 fixed tro pective Ir minm Endor eme 1 Inn D

Nothing here n contained shall be held to very waive alter or extend any of the terms conditions agreements or declarations of the polic other than a here n tated

The endor ement and not be binding uplies countersigned bill a dulinuthor zed agent of the companily provided that if this endor ement take, etc. ct as of the effective dite of the policiand at the only dipoling transfer apparent of the company shall constitute valid counters gnature of the endors ment.



Countersigned by

Authorized Ag nt

F m P 137 D td US \ 2

Named Insured and Address

56 C 429931

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date

10/1/77

12:01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

# AUTO PHYSICAL DAMAGE

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021E	2 106R 070E
TRUCKS	922R •030E	3 206R 106E
ZONE RATED	958r 03 <b>2</b> E	3 485R 115E

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

WILSHTRE TRRITTANCE ACEN WILSHIRE INSURANCE AGENCY

mg7/2/78

END #12

Countersigned by

# WILSHIRE INSURANCE AGENCYN/C



Named Insured and Address

56 c 429931

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date 10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

# AUTO PHYSICAL DAMAGE

	FIRE/THEFT/CAC	COLLISION
TRACTORS	.623R .021E	2.106R .070E
TRUCKS	.922R .030E	3.206r .106f
ZONE RATED	.958r .032f	3 485R .115E

mg 7/2/78

END #12

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

N/C



Named Insured and Address

This endorsement forms a part of Policy No 56 C 429931 issued by THE HARTFORD INSURANCE GROUP company designated

issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date 10/1/77

J/1/( 12:01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT AMENDED RATES

# THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY. ACTUAL STANDARD PREMIUM SHALL BE DETERMINED AS FOLLOWS

GENERAL LIABILITY BODILY INJURY	PROPERTY DAMAGE	COMBINED
.0671 R	.0359 R	.1030 R
.0736E	.0394 E	1130 E
AUTO LIABILITY BODILY INJURY	PROPERTY DAMAGE	PIP COMBINED
<b>3</b> 53 17 R	102.93 R	1 96 R 458 06 R
<b>2</b> 41 39 E	70.35 E	311 74 E

mg 7/2/78

END. #13

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

WILSHIRE INS. ACCY.

N/C



# THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No DO U 467733 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

10/1/77 Effective date

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

# COMPOSITE RATE ENDORSEMENT AMENDED RATES

THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL CHLY. ACTUAL STANDARD PREMIUM SHALL BE DETERMINED AS FOLLOWS

GENERAL LIABILITY

BODILY INJURY	PROPERTY DAMAGE	COMBINED
.0671 R	.0359 R .0394 E	.1030 R
.0736E	.0394 E	.1130 F

AUTO LIABILITY

BODILY INJURY	PROPERTY DAMAGE	PIP	COMBINED
353.17 R	102.93 R	1.96 R	458.06 R
241.39 E	70.35 F		311.74 F

mg 7/2/78

END. #13

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

# Comprehensive Automobile N Liability Insurance Coverage Part



This Coverage Part forms a part of Policy No 56 C 429931

issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

agrees with the named insured as follows

(at the hour stated in the policy) and form a part of the above designated

policy issued to ELIXI

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein

# IN LIEU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto

reference thereto					,000,00	עמט טע	
Coverages	Adva	ınce Premiu	ms			Limits of Liabili	ty
C — Bodily Injury Liability	\$ 067				1		
				\$	*	000 each occurr	ence
D — Property Damage Liability		804		\$		000 each occuri	rence
		ion of Hazar	ds				
1 Owned Automobiles	Premium Basis — Per A						
YEAR MODEL BODY TYPE — TRUCK S TRADE NAME (TRUCK LOAD GALLONA	RIZE IDENTIFICATION NO (I) TOWN A IGE SERIAL NO (S) THE AUT Y) MOTOR NO (M) PRINCI	NO STATE IN WHIC OMOBILE WILL BE	"  -		OSE OF USE	Advance F	
BUS SEATING CAPACIT	T) MOTOR NO (M) PRINCE	PALLY GARAGED	—- -	CLAS	SIFICATION	Coverage C	Coverage D
	TE RATE ENDORSEME SCHEDULE ON FILE					159,550 F 108,284 F	46,216 R 31,588E
2 Hired Automobiles	Premium Basis—Tota	l Cost of Hi	re			_	
TYPES HIRED LOCATIONS WHERE AUTOR		ESTIMATED TOTAL COST			AL COST OF HIRE	-	
(b) BE PRINCIPALLY	USED (a)	OF HIRE	COVER	AGE C	COVERAGE D	-	
6MM CALIF		IF ANY	IN	CL	INCL	INCL	INCL
3 Non Owned Automobiles	Premium Basis—Total Nu	mber of Em	ployee	s at all	Locations	]	
Total Number of Employees at al	l Locations						
ONE (1) CALIF	CODE 6601-99					INCL	INCL
Form Numbers of Endorsements form: AL8-1B (COMPOSITE F A-3718-0, A2036-3,	RATE ENDT.)		O(AL	*CS	L)	-	
				TOTAL	ADVANCE PREMIUMS	\$ <b>267,83</b> 4	\$ 77,804

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part mg 1/2/10 WILSHIRE INS AGCY

Countersigned by

⁽a) P & B = Pleasure and Business C = Commercial

⁽b) PP = Private Passenger Automobile C = Commercial Automobile

# Comprehensive Automobile Liability Insurance Coverage Part



56 c 429931

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No 56 C 429931 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

# IN LIEU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein, subject to all the terms of this policy having

reference thereto	•			₩.	1,000,00	O CRT		
Coverages	Adva	ince Premi	ıms		I	imits of Liabili	ty	
C — Bodily Injury Liability	\$	Ook			s *	000 each persor	1	
		,834			s *	000 each occurrence		
D — Property Damage Liability	<u>  \$ 77</u>	<b>,</b> 804	т		s *	000 each occur	rence	
		ion of Haza	rds					
	Basis — Per A							
YEAR MODEL BODY TYPE — TRUCK SIZE IDENTIFICATION TRADE NAME (TRUCK LOAD GALLOMAGE SEMIAL NO 1: BUS SEATING CAPACITY) MOTOR NO (1	NO (1) TOWN A S) THE AUT	ND STATE IN WHI OMOBILE WILL BE	CH		POSE OF USE	Advance F		
BUS SEATING CAPACITY) MOTOR NO (	M) PRINCI	PALLY GARAGED		CI	ASSIFICATION	Coverage C	Coverage D	
AS PER COMPOSITE RATE E ATTACHED (AND SCHEDULE COMPANY)						159,550 F 108,284 F	46,216 R 31,588E	
2 Hired Automobiles Premiur	m Basis—Tota	l Cost of H	ITE					
			T	PER SIDA TO	TAL COST OF HIRE			
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PU (b) BE PRINCIPALLY USED	RPOSES OF USE	ESTIMATED TOTAL COST OF HIRE		RAGE C	COVERAGE D		Ì	
6MM CALIF  3 Non Owned Automobiles Premium Ba Total Number of Employees at all Locations	ısıs—Total Nu	IF ANY	1	NCL	INCL	INCL	INCL	
ONE (1) CALIF. CODE 6601		·- · · · ·				INCL	INCL	
Form Numbers of Endorsements forming part of this Con AL8-1B (COMPOSITE RATE ENDT A-3718-0, A2036-3, A3795-0,	.)		-O(A	L *CS	SL)			
				ТОТА	L ADVANCE PREMIUMS	\$ 267,834	<b>5</b> 77,804	

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part WILSHIRE INS AGCY

(b) PP = Private Passenger Automobile C = Commercial Automobile

Countersigned by

⁽a) P & B = Pleasure and Business C = Commercial



Named Insured and Address

This endorsement forms a part of Policy No 56 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

10/1/77

12 01 A M standard time

Effective date 10/1/77 12 01 A at the address of the named insured as stated herein

ADD,

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### CASUALTY INSURANCE POLICY

## SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS

II. CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN SIXTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE" THE MAILING OF NOTICE AS AFORESAID THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

IF THE NAMED INSURED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO-RATA, PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

MH 2/22/78

ENDT #11

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

MAP 0 5 1078

## Premium Installment



Named Insured and Address

56 C 429931E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of ELIXIER INDUSTRIES

Effective date

10-1-77

12 01 A M standard time at the address of the named insured as stated herein

ESTIMATED ADVANCE

Premium of S 414,349 00

It is hereby understood and agreed that the

said Policy unless another effective date is stated herein

(Insert original or additional or return)

TEN (10)

installments as outlined in Schedule of Payments

BE PAYABLE IN will (Insert be payable in or reduce the )

SCHEDULE OF PAYMENTS

			SCHEDULI	E OF PAYMENTS		
NO	DUE DATE OF PAYMENT		BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
_1	10-1-77	5,802.00	51,842.00	4,508.00		62,152,00
2	11-1-77	3,652.00	32,644.00	2,837.00	^	39,133.00
3	12-1-77	3,652.00	32,644.00	2,837.00		39,133.00
4	1-1-78	3,652.00	32,644.00	2,837.00		39,133.00
5	2-1-78	3,652.00	32,644.00	2,837.00		39,133.00
6	3-1-78	3,652.00	32,644.00	2,837.00		39,133.00
	4-1-78	3,652.00	32,644,00	2,837.00		39,133.00
8	5-1-78	3,652,00	32,644.00	2,837.00		39,133.00
9	6-1-78	3,652.00	32,644.00	2,837.00		39,133.00
10	7-1-78	3,652.00	32,644.00	2,837.00	4.17.7.1 = -	39,133.00
_11						
12	<u> </u>					
тот	ALS	38,670.00	345,638.00	30,041.00		414,349.00

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

END #9

BY JR 1-20-23-78
Countersigned by

# Hired Automobiles -**Specified Car Basis**



Named Insured and Addres

56 C 429931 F

This endorsement forms a part of Policy No issued by FHE HARTFORD INSURANCE GROUP company designated therein and take effect a of the effective date of said policy unless another effective date is stated herein

GARDENA, CA. 90248

4-20-78

Effective date

17 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

AS RESPECTS TO ALL VEHICLES LEASED AND/OR RENTED BY THE NAMED INSURED

ADDITIONAL INSURED

FCLD TRUCK RENTALS/GELCO, SUBSIDIARIES & DIVISIONS 19300 HAMILTON AVE GARDENA, CA 90248

FLIXIR INDUSTRIES

17809 S BROADWAY

#10 END

ML/mg /6/5/8/78

It is need that the intrance with respect to the hired automobile de cribed here nor de impated in the policy an imbject to the length applie ubject to the folloging additional provision

- 1 fle vur voe applie to the named i sured as rentee of uch e to obile in the same munier as she vere the orient thereof and indicated reference to the resurrice afforded by the endorse next in editioned resided an individual named a sured
- > Subject other is to the Person In used provision the instruce cover in the instruction of the open of indicated provision the instruction of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the normal provision of the nor folloginal instred in such provision is amended accordingly
- He is irance apple a primary insurance

Noth a here a contract hall be held to vary waive alter or extend an lof the term condition a reciment or declaration of the policy lother this a heren stated

The codor encit follows bound is unless counters need bounded to the company of order that follows the encit take effects of the effective date of the policy and at a new of adjoint form a part thereof counter mature on the declaration jake of adjoint bounder with a cident of the company shall constitute and counter continue of the endormment

Co ter gied b

Authore! 1gent

JUN 1 4 1378

A 3457 0 P td LS \ (ISO CA 09 12) Ed 1 74



Named Insured and Address

56 C 429931E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

10-1-77

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

at the address of the named insured as stated herein

#### CASUALTY INSURANCE POLICY

# SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION IS AMENDED TO READ AS FOLLOWS

CANCELLATION THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR MON PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS HOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

IF THE NAMED INSUPED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO RATA PREMIUM ADJUSTMENT MAY BE MADE EITHER AJ THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE BUT PAYMENT OR TENDER OF UNEARHED PREMIUM IS NOT A CONDITION OF CANCELLATION

## ENDT #8

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authonzed Agent

JAM .

#### AMENDMENT OF DECLARATIONS

Named Insured and Address

The endor ement form a part of Police No i ued by THE HARTFORD INSURANCE GROUP company design nated therein and take effect as of the effective date of said policy unless another effective date i stated herein ELIXIR INDUSTRIES

Effective date

10-1 77

12 01 A M standard time at the address of the named insured as stated herein

It is agreed that the policy is amended with respect to such of the fillosing particular as are indicated by specific entry in connect on therewith

ELIXIR INDUSTRIES AND ANY AND ALL SUBSIDIARY COMPANIES AND Item 1 \amed Insured to read DIVISIONS AS IS NOW OR HAY HEREAFTER EXIST OR BE CONSTITUTED

- Item 1 Addres of Named Insured to read
- Item 1 Legal statu of Named Insured to read | Individual | Corporation | Partnership
- Item ? Folici Period to read From

to

ENDT F 1

#### HL BL 1/11/12/78

Nothing here n contained shall be held to any valve alter or extend any of the term condition agreement or declaration of the pilos other than as herei stated

The endorement half to be dong unless countersigned by a dufficulty distribution of the effective date of the policiand at the offstand policy forms a part thereoffich item gnature bound of the duff the companish all constitute valid countering nature of the end of enemals. ded that I the endor ement take the decli ti pge fidplici



Countersigned by

Authorized Agent

Form L-2520 2 P d USA

		•



Named Insured and Address

56 C 42993 IE

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

AUTO LIAB INS

# IT IS UNDERSTOOD AND AGREED THAT FORM A2458-0 EFF. 10-1-77 IS HEREBY DELETED FROM THE POLICY

#### ENDT #2

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other

This endorsemen shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A Pr ted m USA ISO

		•	•

# **Protection Against Uninsured Motorists Insurance Coverage Part**



56 C 42993 IE

This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

ADD

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverage		Advance Premium		Limits of Liability
U — Uninsured Motorists	\$	INCL	\$ 15	000 each person
	<u> </u>		\$ 30	000 each accident

#### Designated Insured

#### A3506-0

Description of Insured Highway Vehicles (Check appropriate box)

- Any automobile owned by the named insured
- Any p wate passenger automobile owned by the named insured
- Any highway vehicle to which are attached dealer's license plates issued to the named insured
- Any highway vehicle designated in the schedule of the policy by the letters UM and a highway vehicle
- Any mobile equipment owned or leased by and registered in the name of the named insured

ownership of which is acquired during the policy period by the named insured as a replacement therefor

I COVERAGE U - UNINSURED MOTORISTS (Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

(1) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally hable therefor

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insu ed any designated insured or any relative resident in the same household as the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives

ENDT

(c) so as to inure directly or indirectly to the benefit of any workmen s compensation or disability benefits carrier or any person or organ ization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The conditions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect a of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

	¥ *

CONTRACTUAL LIABILITY INSURANCE (B	BLANKET	COVER AGE	) COVERAGE	PART
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PRODUCER S COPY

U d App d	fd t l R po t	UdNt	
Q ltyC t l			

56 C 42993 IE This Coverage Part forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of aid policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

10-1-77

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressle modified herein agrees with the named insured as follows

**SCHEDULE** The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto 1,000,000 *CSL

Coverages	Adı	vance Premiums		Limits of Liability				
YB — Contractual Bodily Injury Liability	5 INCL			\$	*	000 each occ	urrence	
ZB — Contractual Property Damage Liability	S INCL			\$	*	000 each occ	urrence	
	1140			\$	*	000 aggregate		
	Code	Premium Bases	Rates		Advance Premiums			
Designation of Contracts	No		ВІ		P D	ВІ	P D	
		( ) C 1	( ) P	\$100 f	C t			
		(b) S I	(b) <b>P</b>	\$1 000	fSI	I		
ALL WRITTEN CONTRACTS	40003	IF ANY	INC	:L	INCL	INCL	INCL	
			İ					
Form Numbers of Endorsements forming part of the	nis Coverage	Part at issue	тот		DVANCE EMIUMS		SINCI	
If the Policy Period is more than one year the Pre	mium is Pa	ıyable						
On effective date of Policy \$ 1st An	niversary \$	2r	id Ann	ivers	ary 🕻			
The folioving exclusions also apply								
☐ Exclusion (p) — Products and Completed Opera	tions 🗌 E	xclusion (q)—x c &	. u					

COVERAGE YB-CONTRACTUAL BODILY INJURY

# LIABILITY

#### COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the com pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arb tration proceeding here n the company i not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceeding or
- (7) any suit after the applicable lim t of the compan been exhausted b payment of judgments or settle nents

#### Exclusions

ENDT #5

This insurance does not apply

- (a) to liability assumed by the insu ed under any incidental contract
- (b) (1) if the insured is an architect engineer or surveyor t bodily injury or property damage art ing out of profe sonal ervice performed by such insured including
  - (1) the preparation or approval of map drawings opinions reports surveys change orders de ign or specification and
  - (ii) supervisory inspection rengineering service
  - (?) If the indemnitee of the ins ed is an architect engineer or sur vevor to the liability of the indemnitee his agents or emplayees arising out of

The conditions and provision printed on page KB? and KB of this form are hereby referred to und made a part here to

The Colerage Part hall not be binding unless counter igned by a duly authorized agent of the company optivided that if the Coverage last take effect a of the effective date of the policy and at issue of said policy forms a part thereof counter guarantees in the declaration page of said policy forms. by a dula uithorized agent of the company shall constitute valid countersignature of the Coverage Part

Countersigned by

	•	•



Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

, ELIXIR INDUSTRIES

Effective date 10-1-77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE GENERAL LIAB, INS.

#### INCIDENTAL MALPRACTICE LIABILITY

#### IT IS AGREED THAT

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES.
- 2 EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE ENOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES

GS=125

ENDT.#6

J٠

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as nerein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersianed by

Autrior zed Agent

• •	٠
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#### ADDITIONAL LOCATIONS OR CLASSIFICATIONS

Named Insured and Address

This endorsement form a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A  $\,M_{\odot}$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LINBILITY INSURANCE OWNERS LINDLORDS AND TENANTS LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

It is agreed that the Schedule is amended by the addition of the locations and classifications described in the schedule below

Rating Classifications  Et h p p fi llyp dd! h th pl, d t m df; , f th th p f th pl;	Code No	Premium Bases	Rates		Annual Premiums		Addi <b>callet</b> Premiums	
plyd todfy y fth the fth ply	110	i	BI	P D	BI PD		BI	P D
(a) Premises — Operations — Escalators		() A (Sq Ft) (b) F t 1 () R m t (d) N mb 1 d	() P 100 Sq F fA (b) P L F t () P \$100 f R m (d) P L d g					
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INCIDENTAL MALPRACTICE COV NURSE	80999	IF ANY	INCL	INCL.	INCL	INCL.	INCL	INCI
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					!			
				ditional of Effective			s INC	•1

If the Policy Period is more than one year and the Premium is payable in installments, the Anniversar premiums stated in the Declarations of the policy are amended to read as follows.

1st Anniversary \$

2nd Anniversary \$

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company

ENDT #7



Countersigned by

Authors ed Agent

	<b>*</b> \	

# AMENDMENT OF DECLARATIONS

Named In ured and Address

56 C 429931E

ELIXIR INDUSTRIES

The endor ement form a part of Policy No

1 ued by THE HNRTFORD INSURANCE GROUP company designated there is and take effect as of the effective date of said policy unless another effective date is stated herein

10-1 77

Effective date

12 01  $\lambda$  M standard time at the address of the named insured as stated herein

It is agreed that the policy is amended with respect to such of the filloong particular as are indicated by pecific entry in connection therewith

- I Item 1 \amed Insured to read DIVISIONS AS IS NOW OR MAY HEREAFTER EXIST OR BE CONSTITUTED
- Iten 1 Addres of Named Insured to read
- ltem 1 Legal statu of Named Insured to read 🔲 Individual 🔲 Corporation 📋 Partnership
- 4 Item ? Lolicy Period to read From

to

ENDT F

### ML BL 1/11/12/78

Nothing herein contained shall be held to ar waive after crextend an of the ter condition agreement indeclination of the policy other than as herein stated.

This endor eriest half it be boiding unless countersigned boardulouthorized agent of the coupain open ded that followed the endor enent take effect a of the effective date of the policional at a use of said policy forms a part thereoficial attention of the declar to a pige of said policy by a duly into zed agent of the companishall constitute valid countering gnature of those directions.



Countersigned by

Authorized Agent

Form L-2520 2 P d USA



Named Insured and Address

56 C 429931E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

AUTO LIAB, INS

# IT IS UNDERSTOOD AND AGREED THAT FORM A2458-0 10-1-77 IS HEREBY DELETED FROM THE POLICY

#### ENDT #2

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsemen shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A P nted in USA ISO

# **Protection Against Uninsured Motorists** Insurance Coverage Part



56 C 42993 IE

issued by THE HARTFORD INSURANCE GROUP This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

ADD

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	\$ INCL	\$ 000 each person
		\$ 000 each accident

#### Designated Insured

#### A3506-0

Description of Insured Highway Vehicles (Check appropriate box)

- Any automobile owned by the named insured
- Any private passenger automobile owned by the named insured
- Any highway vehicle to which are attached dealer's license plates issued to the named insured
- Any highway vehicle designated in the schedule of the policy by the letters UM and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
- Any mobile equipment owned or leased by and registered in the name of the named insured

# 

ENDT #4

#### I COVERAGE U — UNINSURED MOTORISTS (Damages for Bodily Inju y) The company will pay all sums which the insured or his legal

representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the *insured* or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

(1) to bodily inj y to an insured with respect to which such insured his legal represe itative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor

- (b) to bodily injury to an insured while occupying a highway vehicle cother than an insured highway vehicle) owned by the named insured any designated insured or any relative resident in the being struck by such a vehicle but this exclusion does not apply to the named or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives.
- (c) so as to inure directly or ind rectly to the benefit of any workmen s compensation of disability benefits carrier or any person or organ ization qualifying as a self insurer under any workmen's compen sation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applie sustained by an insured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The cond tions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect a of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a dulinauthorized agent of the company shall constitute valid countersignature of this Coverage Part

CONTRACTUAL LIABILITY	INSURANCE (BLANKET	COVER (GE)	- COVER \GE	$P \setminus R \cap$

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Q ltyC t l			

56 C 42993 IE This Coverage Part forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of aid policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

10-1-77

(at the hour stated in the policy) and form

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provision of the policy not express! modified herein agrees with the nemed insured as follows

**SCHEDULE** The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto 1 000 000 ACSI

eteretice thereto					1,000,000	xr2r		
Coverages	Adv	vance Premiums		Limits of Liability				
YB — Contractual Bodily Injury Liability	s INC	L	1	*	000 each occurrence			
ZB — Contractual Property Damage Liability	S INC	L		*	000 each occu	ırrence		
				*	000 aggregate	<u> </u>		
<b>D</b>	Code	Premium Bases	R	ates	Advance	e Premiums		
Designation of Contracts	No		B 1	P D	ВІ	P D		
	( ) C t		( ) P \$100 f C					
		(b) S I	(b) P \$1	000 fSI				
ALL WRITTEN CONTRACTS	40003	IF ANY	INCL	INCL	INCL	INCL		
					1			
	the Court	P			- <del> </del>			
Form Numbers of Endorsements forming part of				ADVANCE		1		

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The following exclusions also apply

□ Exclusion (p) — Products and Completed Operations □ Exclusion (q)—x c & u

# COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

# COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

Coverage YB bodily inju v or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the com pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceed up the ein the company not ent tled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceeding or
- (2) an suit after the applicable hant of the compan liability has been exhausted by payment of judgments or ettle nents

ENDT #5

This insurance does not apply

- (a) to liability assumed by the insi ed under any incidential contract
- (b) (1) if the insured is an architect engineer or sur ever t bodily injury or property da nage ari ing out of professional ervice performed by such insured including
  - () the preparation or app o il of map driwings opinions report inversichange orders de ign or pecification, and
  - (ii) supervisor inspection rengineering service
  - (?) If the indemnitee of the is ed is an architect engineer or sur vevor to the hability of the indemnitee his agents or emplayees arising out of

The condition and provision printed on page KB? and IB of the form are hereby referred to and made a part here I

The Coverage Part hall not be binding unless counterigned by a duly authorized agent of the company provided that if the Coverage Part take effective date of the policy and at issue of said policy forms a part thereof counter grating of the declaration page of the policy and authorized agent of the company shall constitute valid countersignature of the Coverage Part

Countersigned by



Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein ELIXIR INDUSTRIES

10-1-77 Effective date

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIAB. INS.

#### INCIDENTAL MALPRACTICE LIABILITY

#### IT IS AGREED THAT

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES,
- EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE ENOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES

GS=125

ENDT_#6

J

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that it this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Counterstaned by

Autrior zed Agent

#### ADDITIONAL LOCATIONS OR CLASSIFICATIONS

Named Insured and Address

This endorsement form a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A  $\,M_{\odot}$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

It is agreed that the Schedule is amended by the addition of the locations and classifications described in the schedule below

Rating Classifications  Et h pt p filly p d d l wh th	Code	Premium	Rates    B     P D		Anr Prem	iual iums	Addl <del>ands</del> Premiums	
Eth pt pfillypddiwh th plyd teadfy fth thp fth ply	No	Bases			BI	P D	ВІ	P D
(a) Premises — Operations — Escalators		() A (Sq Ft) (b) F t 1 () R m (d) N mb 1 d						
ADD								
INCIDENTAL MALPRACTICE COV NURSE	80999	IF ANY	INCL	INCL.	INCL	INCL.	INCL	INC
			Total Ac Due on ment	ditional of Effective	Date of	Premium Endorse	s INC	·1

f the Policy	Period is more than one year	and the Premium is pay	rble in installments	the '	\nn ver ar	pren	ums stated in the l	Declarations of	the
policy are an	nended to read as follows								

1st Anniversary \$

⁷nd \nniversary \$

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the compan

FWDT #7



Countersigned by

Authori ed Agent

#### TABLE I

Premium Subject to Plan D Loss Limitations Loss Conversion Factors Tax Multipliers Excess Loss Premium Factors Retrospective Development Factors

1

The premium for the following policies combined is to be computed in accordance with the provisions of Retrospective Rating Plan D in all states where such plan is or becomes applicable on an interstate basis subject to the limitations specified herein

c 430034 C 429918 List of Policies

- Plan D does not apply to the premium for Family Protection Coverage or Protection Against Uninsured Motorists Coverage if afforded under the policies designated in paragraph 1 Plan D does not apply to the premium for Workmen's Compensation and Employers Liability policies for Coverage B limits above \$
- The premium for the general liability and automobile liability insurance afforded under the policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below shall not be subject to Plan D

Automobile Liability Polic	ies		General Liability Policies (including incidental contracts)					
De de la la la la la la la la la la la la la	75	thousand dollars each person	Baddy January Liebyth	75 thousand dollars each occurrence				
Bodily Injury Liability	75	thousand dollars each occurrence	Bodily Injury Liability	JUU thousand dollars aggregate products				
Property Damage Liability	75	thousand dollars each occurrence		75 thousand dollars each occurrence				
			Property Damage	300 thousand dollars aggregate operations				
Contractual Liability (other	r than i	ncidental contracts)	Liability	300 thousand dollars aggregate protective				
Bod ly Injury Liability	75	thousand dollars each occurrence	1	300 thousand dollars aggregate products				
Departu Demara Liebildi.	75	thousand dollars each occurrence	Professional Liability	thousand dollars each claim				
Property Damage Liability	300	thousand dollars aggregate	- Tolessional Elability	thousand dollars aggregate				

The incurred losses to be included in computing the premium for the insurance subject to Plan D shall not include that portion of the losses actually paid and the reserves for unpaid losses which is in excess of the limits of liability stated above but that part of the incurred losses consisting of premiums on bonds interest accruing after entry of judgment allocated loss adjustment expenses and expenses incurred in seeking recovery against a third party shall not be subject to such limits

- 5 Auto Physical Damage Loss Limitation is \$ N/A
- Compensation Loss Limitation is \$ 5 Auto Physical Damage Loss Limitation is \$ N/A Combination Loss Limitation is \$ 75,000 applicable to the following combination of insurance automobile liability and general hability 6

Loss Conversion Factor is Phy-D 1 135 GL-A0 1 110 AL-AO 1 080 All TEXAS Lines | 110

8	TAX MULTIPLIERS			·	EXCESS LOSS PREMIUM FACTORS					
State	Workmen s Compensation and Employers Liability	General Liability	Automobile Liability	Damage	Workmen s Compensat Employers		Combina	Automobile Physical Damage		
1	USL & HW   Other	1	` _		USL & HW	Other	GL	JAL		
California		1 034	1 033	1 033		1	020	! 020	Ţ <del></del>	
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RETROSPECTIVE DEVELOPMENT FACTORS

	Workmen's Compensation and Employers Liability						Consult Lightling				Ata.	Automobile Linbille.			
State	USL &	USL & HW			Other			General Liability				Automobile Liability			
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#### TABLE II - PERCENTAGES TO DETERMINE BASIC MINIMUM AND MAXIMUM PREMIUMS

The basic premium the minimum premium and the maximum premium for insurance subject to Plan D are percentages of the standard premium for such insurance. Such percentages are computed initially upon an estimate of the standard premium and finally upon the earned standard premium for such insurance. If the standard premium lies between any two of the figures on the Standard Premium line, the percentages applicable shall be obtained by linear interpolation to the nearest one tenth of 1.7.

Standard Premit Maximum Premit Minimum Premit Basic Premium	B+ELPXTM	\$267,127 145 O B+ELPXTM	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
GL-AO	22 3	20 1	19.5
GL-TX	37 6	33_5	32 2
AL-AO	23 8	21 5	20 8
AL-TX	23 6	20 5	19 4
PD-AO	21 0	18 9	18 3
PD-TX	38 3	36 3	35.7

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the

Countersianed by

Authorized Agent

This Endorsement Acknowledged and Accepted by the Named insured

(Signature of Authorized Officer)

itle)

(Date)

### **Retrospective Premium Endorsement** One Year - Plan D



Named Insured and Address

6 This endorsement forms a part of Policy No 56 C 429913 assued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another offective date is stated herein

Elixir Industries Gardena, California

Effective date October 1, 1977

Effective hour is the same as stated in the Declarations of the Policy

It is agreed that this endorsement applies to the policies designated in Table I below subject to the following provisions

- Final Premium The final premium for such policies is the sum of (a) the premium for the insurance not subject to Plan D as specified in Table 1 computed in accordance with the provisions of such policies other than this endorsement and (b) the premium for the insurance subject to Plan D as specified in Table 1 hereinafter referred to as the retrospective premium
- Retrospective Premium The retrospective premium for all policies as specified in Table I item 1 combined shall be determined as follows for each jurisdiction the sum of (a) the basic premium (b) the excess loss premium (c) the retrospective development premium and (d) the converted losses shall be multiplied by the applicable tax multiplier and the products for all jurisdictions shall then be added together and the result subject to the minimum retrospective premium and the maximum retrospective premium shall be the retrospective premium 2
- Definition of Terms Used in the Computation of the Retrospective Premium
  - Standard premium means the premium for the insurance subject to Plan D computed in accordance with the provisions of the policies other than this endorsement and exclusive of the application of any premium discount endorsement
  - Basic premium means the amount obtained by applying to each portion of the standard premium the basic premium percentage determined from Table II as applicable thereto
  - Excess loss premium means the amount obtained by applying to that portion of the standard premium for each state for which a factor is entered in the Excess Loss Premium Factors columns of Table I the applicable factor times the applicable loss conversion factor (c)
  - Retrospective development premium means the amount obtained by applying to that portion of the standard premium for each state for which a factor is entered in the Retrospective Development Factors columns of Table i the applicable factor times the applicable loss conversion factor
  - Incurred losses means the sum of (1) all losses including medical actually paid (2) reserves for unpaid losses as estimated by the company (3) premiums on bonds paid for by the company in accordance with the provisions of the policies (4) interest accruing after entry of a judgment against the insurance (5) allocated loss adjustment expenses and (6) expenses incurred in seeking recovery against a third party under the insurance subject to Plan D provided (i) as respects the insurance afforded under any workmen's compensation and employers liability policy item (3) above shall not apply and item (5) above shall apply as respects employers liability coverage only and item (6) above shall apply only if recovery is obtained against the third party and (ii) items (3) (4) and (5) above shall not apply as respects automobile physical damage insurance.
  - Compensation loss limitation if stated in Table I means the limit of incurred losses to be included in computing the retrospective premium under the workmen's compensation and employers liability policies designated in Table I as subject to Plan D applicable to any state for which a factor is shown in the Excess Loss Premium Factors (Workmen's Compensation and Employers Liability) column of Table I arising out of bodily injury by accident or disease including death at any time resulting therefrom sustained by one or more employees in a single accident. For the purpose of this definition incurred losses arising out of bodily injury by disease including death at any time resulting therefrom sustained by any one employee shall be deemed to arise out of a single accident.
    - during the policy period

      (i) the insured engages in operations in any state for which any such policy affords insurance but for which no factor is shown in the Excess Loss Premium Factors (Workmen's Compensation and Employers Liability) column of Table I and

      (ii) on the date this endorsement becomes applicable with respect to any such additional state, there is a loss limitation with respect to all states specifically insured under such policy and subject to Plan D and

      (iii) the insured is eligible to elect such loss limitation in such additional state. The excess loss premium factor applicable to such
  - such loss limitation shall also apply to incurred losses pertaining to such additional state. The excess loss premium factor applicable to such additional state determined in accordance with the manuals in use by the company shall be deemed to be entered in Table I.

    Automobile physical damage loss limitation if stated in Table I means the limit of incurred losses to be included in computing the retrospective premium for the automobile physical damage insurance afforded under any policy designated in Table I as subject to Plan D arising out of any one occurrence. (g)
  - Combination loss limitation of stated in Table I means the overall limit of incurred losses arising out of one accident or occurrence to be included in computing the retrospective premium for the combination of insurance designated in the Combination Loss Limitation para graph in Table I and afforded under any policy designated in Table I as subject to Plan D (h)
    - For the purpose of this definition each Professional Liability claim shall be deemed to be a separate occurrence
  - (1) Loss conversion factor means the factor so designated in Table I
  - Converted losses means the incurred losses multiplied by the applicable loss conversion factor Tax multiplier means the applicable factor stated in the Tax Multiplier Table in Table I (1)
  - (k)
  - Minimum retrospective premium is the amount obtained by the application of the appropriate minimum premium percentage determined from Table II to the standard premium (I)
  - Maximum retrospective premium is the amount obtained by the application of the appropriate maximum premium percentage determined from Table II to the standard premium
- Payments and Computations of Premium for Insurance Subject to Plan D
  - Standard Premium The named insured shall pay the standard premium to the company in accordance with the provisions of the policies other than this endorsement specifying the manner of premium payment
  - Retrospective Premium: A computation of the retrospective premium, based upon the incurred losses valued as of a date six months after the termination of the policies, shall be made by the company as soon as practicable after such valuation date.

The premium so computed shall be the final retrospective premium if (1) all claims have been closed or it is apparent that the retrospective premium will exceed the maximum retrospective premium and (2) within ninety days from approval of such computation by the organization having jurisdiction, the company with the agreement of the named insured requests of such organization that the computation be final

If such computation is not final a further computation of the retrospective premium based upon incurred losses valued as of a date eighteen months after termination of the policies shall be made by the company as soon as practicable after such valuation date. Such further computation shall be final unless within ninety days from approval of such computation by the organization having jurisdiction the company requests of such organization or the insured requests of the company that a further computation be authorized. Any subsequent computations to be made only at intervals of twelve months, shall each be subject to a similar procedure.

If the named insured disposes of his entire interest in the operations covered by the policies or makes an assignment for the benefit of creditors or is in a legal proceeding reorganized or declared bankrupt or insolvent and if the retrospective premium as of the date of such change of status is greater than the standard premium for insurance to such date the company may compute the retrospective premium as of such date as soon as practicable thereafter

After each computation if the premium thus computed exceeds the premium paid for insurance subject to Plan D the named insured shall pay the difference to company if less the company shall return the difference to the named insured

#### Cancellation

In the event of cancellation by the named insured of the policies designated in Table I the premium for insurance subject to Plan D shall be determined in accordance with the provisions of this endorsement provided

- In computing the basic premium, the excess loss premium and the retrospective development premium, the total standard premium shall be computed at short rates in accordance with the customary short rate table and procedure, the minimum retrospective premium shall be the total standard premium so computed.
- In computing the maximum retrospective premium the standard premium shall be computed pro rata for the period the policies were in force and then extended pro rata to the normal expiration date of the policies

In the event of cancellation by the company of such policies the premium for insurance subject to Plan D shall be determined in accordance with the provisions of this endorsement provided if such cancellation is because of non payment of premium by the named insured in computing the maximum retrospective premium the standard premium shall be computed pro rata for the period the policies were in force and then extended pro rata to the normal expiration date of the policies

In the event of cancellation of insurance on a part of the named insured s operations the retrospective premium shall be computed in accordance with the rule of Retrospective Rating Plan D which were in effect upon the effective date of the policies

Form L 2966-4 Printed n U S A (NS Mich No WC 91055)

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This De clarations page with GENERAL POLICY PROVISIONS Form 5117 Coperage Parts and endorsements if any issued to form, part

thereof completes the velow numbere	a Casuany Insurance Policy	r		
INCHEANCE CROKE	[] Hartford Fire Insurance C [5] Hartford Accident and Ind [3] Hartford Casualty Insuran	ompany 76 New Yo lemnity Company 77 Twin C ice Company 3 Hartford Connecticut 0611		ers Insurance Compa ance Company
The INSURER shall be designated herein by (		POLICY NO 56 C	42962	21 E
DECLARATIONS Items 1 Named Insured and Address-	Previous Policy No 56 C 428500	ELIXIR INDUSTRIES 17809 S. BROKINAY	<del></del>	
The named Individual Insured is Joint Venture	Partnership Corporation Other			- 7
Producer a Name and Address	Agent Cod	12 01 A M standard time at the	- • •	named insured as stated
WILSHIME INS. ACCY.	220251	herein Audit Period Annual unless oth	erwise stated	Semi Annual
5		CROSS REF. 56 C 4	20037	Quarterly Monthly
3 The advance premium for this subject to such limits of liabilit	y as are stated therein and s	sbject to all the terms of the po	erage Parts for licy having refe	ming a part hereof erence thereto
	SUMMARY OF ADV	ANGE PREMIUMS	<del></del> -	ADVANCE
- COVERAGE PARTS				PREMIUM
Comprehensive General Liability In	isurance			s 8,639 00
Comprehensive Automobile Liabili	ty Insurance			; 81,211.00
Automobile Medical Payments Insu	Irance			\$
Uninsured Motorists Insurance				s -
Automobile Physical Damage Insur	rance			s 13.108.00
Premises Medical Payments Insura	nce		·	s
Contractual Liability Insurance				\$
Personal Injury Liability Insurance	e			\$
Garage Insurance				\$
				\$
Form Numbers of Coverage Parts and en		D. A. C		\$
13503-0 13523-0 A3717-	_	rants forming part of roucy at issue	TOTAL ADVANCE PREMIUM	\$ 102.958.00
If Policy Period more than one yes		Discount \$ 1st Anniversary \$		remium \$ iversary \$ + 16
Premium is payable On effect  Business of the named insured is—				ol ?
		ELECTRICAL GOODS NEG	•	
5 During the past 3 years no Insurer to the named insured similar to otherwise stated herein	has cancelled insurance issued that afforded hereunder unless		8 <i>8</i> 9 500	

BY:DS 9-29-10-3-77

True Selles 106 955

Men - 126 427

(05 28 # 288

Ty 18/18/17

### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company desig nated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date

12 01 A. M standard time at the address of the named insured as

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### **SCHEDULE**

Amount and Basis of Deductible

**Bodily Injury Liability** 

er claim

151 -0

per occurrence

**Property Damage Liability** 

per claim

۳ <u>-</u> per occurrence

Application of Endorsement (Enter here any limitations on the application of this endorsement fall find limitation is entered the deductibles apply. to all loss however caused) -

It is agreed that

₹5.*

- 1 The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages
- 2 The deductible amounts stated in the schedule apply as follows
  - (a) PER CLAIM BASIS—If the deductible is on a per claim basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages because of boddy injury sustained by one person or to all property damage sustained by one person or organization as the result of any one occurrence
- (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage respectively to all damages because of all bodily injury or property damage as the result of any one occurrence
- The terms of the policy including those with respect to (a) the company s rights and duties with respect to the defense of suits and (b) the insured a duties in the event of an occurrence apply irrespective of the application of the deductible amount, 立ちず
- The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company 34

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions, agreements or declarations of the policy other than as herein stated _منځ · 0

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Countersigned by

Authorized Agent

JG:DS 10-24-10-25-77

# Comprehensive General Liability Insurance Coverage Part

Und Approved	Confidential Report	Und Notes	
Quality Control			

56 C 429621E This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a par of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### SCHEDULE

# \$1.000.000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having

Coverages	Advance Pro	emiums		Lim	its of Llabi	lity	
A — Bodily Injury Liability	\$ 5,580	00		\$	*	000 each occu	irrence
				\$	•	000 aggregate	
B — Property Damage Liability —	\$ 3.059	00		\$	•	000 each occu	rrence
				\$	•	000 aggregate	
Rating Classifications Entries herein except as specifically provided elsewhere in this policy do not modify any of the other provisions of this policy	Code No	Premium Bases	Rates			Advance Premi	
provisions of this policy			BI		PD		PD
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(a) Per (b) Per (c) Per (d) Per	100 S Line: \$100 \$100	Sq Ft of Area ar Foot ) of Remun ) of Recepts		:
(b) Escalators		(e) Landings	(e) Per			1	
(c) Independent Contractors		(f) Cost	(f) Per	\$100	of Cost	1	
(d) Completed Operations		(g) Receipts	(g) Per	\$1 0	00 of Receipts	1	
(e) Products		(h) Sales	(h) Per	\$1 0	000 of Sales		
THE COMPANY						5.580.00	CHARGE) 3 059
THE COMPANY							1
THE COMPANY							1
THE COMPANY							1
Form Numbers of Endorsements forming part of this	s Coverage	Part at lasue			ADVANCE	5.580.00	1

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL-3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by

HE HARTFORD

Named Insured and Address

56 C 429621E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12:01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPER S INSURANCE

It is agreed that

**Boats** 

- 1 The exclusion relating to watercraft-does not apply to watercraft described below
- The Persons Insured provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured provided the actual use thereof is with the permission of the named insured
- The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable

#### **SCHEDULE**

Minimum Premium	\$Bodily Injury Liability	 Property Damage Liability

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

# Broad Form Property Damage Coverage (Excluding Completed Operations)



Named Insured and Address

This endorsement forms a part of Policy No 56 C 423621E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date same as stated in the Declarations of the policy

Effective hour is the

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

Classification

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

A The exclusions relating to *property damage* to (1) property owned occupied or used by or rented to the *Insured* or in the care custody or control of the *Insured* or as to which the *Insured* is for any purpose exercising physical control and (2) work performed by or on behalf of the *named insured* arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)

#### (w) to property damage

- to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for storage or safekeeping
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
  - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured
  - (b) tools or equipment while being used by the insured in performing his operations
  - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
  - (d) that particular part of any property not on premises owned by or rented to the insured
    - (i) upon which operations are being performed by or on behalf of the *insured* at the time of the *property damage* ansing out of such operations or
    - (ii) out of which any property damage anses or
    - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the *insured*
- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- B The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the *insured* such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

# Amendment — Limits of Liability (Single Limit)



# THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company design

issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date Effective hour is the same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy is	relating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE	- (Coverage Part CGL ) - (Coverage Part CAL ) - (Coverage Part MC ) - (Coverage Part OLT ) - (Coverage Part 'K )

SCHEDNTE a L t b i a de la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la contra la

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

			Limits of Liability
Bodily Injury Liability and Property Damage Liabilit	و در دار که <u>م</u>	ilek eu o	\$ 000 each occurrence
a til by seste		L N N N N N N N N N N N N N N N N N N N	\$ ,000 000 aggregate — Division 1
6 CC 13 4 C CC 1 X	o a nur a no	e Pri uess	\$ 000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liabili	, d	L.	\$ 000 each occurrence

Division 1 — Applicable to damages because of bodily injury and property damage as specified in paragraph (b) in the Limits of Liability provision of this endorsement 30 1/1 1 1 50 36 36 301 6 0 0 95 0 0 190 7 00 0

Division 2 — Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement  $\frac{1}{2}$  or  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}$ 

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement the Limits of Liability provision thereof is amended to read as follows

i with a security contract of rethan an included as so synichine Contract

# LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company's liability is limited as follows:

Bodily Iulin. Property and Lead Damage Propility Concade or o variage rech call to a min to a contract of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the concade of the c

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of segrices and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financia responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such, law but the separate application of such limit shall not increase the total limit of the company's liability

156

			i u		,	<b>-</b> _1	)
	The limit of liability if any stated in the respecting each occurrence the total list stated limit of liability for all damages boaragraphs below and in subparagraph (damage (within one or both the hazards id	ability of the compar pecause of all <i>bodily</i> (3) with respect eith	ny under all Coverag injury and property o er to the bodily injur	e Parts designate damage which is y or property dama	d in the Schedul ncluded in any age or to the boo	e with respect of the number dily injury and	t to sucle red sub d propert
	(1) all property damage arising out of prer basis including property damage for v but excluding property damage includ	which liability is ass	umed under any inc.				
~	(2) all property damage arising out of and of and general supervision thereof by to incidental contract relating to such op or repairs at premises owned by or reing the size of or moving buildings of	the named insured illoerations but this suinted to the named in	icluding any, such p bparagraph (2) does	formed for the nan roperty damage fo s not include propi	r which liability i erty damage arisi	is assumed ung out of mail do not involve	inder an ntenanc ve chang
,	(3) all bodily injury and property damage i	ncluded within the c	completed operations	hazard and all boo	lily injury and pro	ນ ນ perty damage	•
	(4) all property damage for which liability _bility insurance if afforded, applies		any contract other	than an <i>incidental</i>	contract to which	:h the Contra	ctual Li
, 2	Such aggregate - Division 14 Timit sha	all apply separately	ארוני ו Scne syle	ofthis r o ser	rttein	<b>,</b> ŧ	
- د م	(i) to the property damage included owned by or rented to the name		(1) and (2) and sepa אין (1). ר ר׳ בא קשב אין			ct away from ા ા	•
4	(ii) to the sum of the damages for a		roperty damage inclu	ded in subparagra		hich insurane	
გ <u>ე</u>	(iii) to the property damage included or rented to the named insured	in subparagraph (4	) and <u>se</u> parately wit <i>চি</i> ৡি	th respect to each	project away fro	om premises	
(c)	The limit of liability if any stated in the respecting each occurrence the total stated limit of liability for all damages in	liability of the compa	any under all Covera	ige Parts designat damage		ıle with respe	
	For the purpose of determining the lim repeated exposure to substantially the		s liability all bodily	injury and proper			tinuous 006
	thing herein contained shall be held to vier than as herein stated			ard epolicy  we conditions a		larations of t	the polic
<del></del> -			د با در ادر ما المراد و المراد المراد و المراد و المراد و المراد و المراد و المراد و المراد و المراد و المراد و			.,. 	da-aa-aa

This endorsement shaft not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsementakes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

56 C 429621E

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Conerage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

SCHEDULE

#1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

	T						
Coverages		ance Premiu	ms	-	•	Limits of Liabili	<del></del>
C — Bodily Injury Liability			-	000 each person			
	17 780			\$	-	000 each occurrence	
D — Property Damage Liability	s 17.759		_ <del></del>	\$	-	000 each occur	rence
	Descript	ion of Hazar	ds				
	m Basis — Per A	utomobile				·	
Trade Name (Tru k Load Gallonage Se la	No (S) the a	ion No (I) Town and Stat in whi h No (S) the automobile will be		(a) Purpose of Use		Advance Premiums	
Bus Seating Capa ity) Moto	No (M) pri	in ipally garage	xd	Classifi	cation	Coverage C	Coverage D
PER SCHEDULE ON FILE W	TTH THE COM	PARY				(FLAT CH 63,452.00	i) 17.759.0
Hired Automobiles Prem  Types Hi ed Location wh automobiles will	ium Basis—Tota	Estim ted	re Rates pe \$1	00 T tal	Co tof Hir		
(b) be principally used	(a)	Total Cot of Hi	Co erage	CC	verage D	-	
Non Owned Automobiles Premium Cotal Number of Employees at all Locations  EXCLUDED  Form Numbers of Endorsements forming part of this A2036—3 A3718—0 ALGSCAL (CSL) &			ployees at	all Loc	cations	-	
			то	TAL A	DVANCI EMIUM	s 63.452.	s 17,759

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly author zed agent of the company provided that if this Coverage Part take effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said polic by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

(a)  $P \leftarrow B \Rightarrow Pl$  dB  $C \Rightarrow Cm$  l

Countersigned by

Authorized Agent

# Exclusion of Hazards Otherwise Insured_



Named Insured and Address

This endorsement forms a part of Policy No 56 C 429621E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

It is agreed that

- I The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word excluded
- H The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance
- III With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability the insurance shall prior to such date apply only to loss in excess of the applicable limit as stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule

	SCHEDULE
DESCRIPTION OF HAZARDS (a) Owned Automobiles	I Expiration Date of Other Insurance
The ownership maintenance use loading or unloading of any owned automobile described	III Primary Insurance Date — Limits of Liability \$ 000 each person
herein including any trailer while being used therewith and any automobile while being used	Cov C — \$ 000 each occurrence
for the towing of any trailer described herein	Bedy Type Truck Size Year Medel (Truck Lead, Gelleauf Sernal Ne. (3) T wa and St t in which th Sernal Ne. (5) Purposes ut mebil will be principally I d Nam Bus Sesting Capacity) Moter Ne. (M)
	2 cyce. 24
(b) Hired Automobiles	I Expiration Date of Other Insurance
The maintenance use loading or unloading of any hired automobile including any trader while being used therewith and any automobile while being used for the towing of any hired trader	III Primary Insurance Date — Limits of Liability \$ 000 each person  Cov C — \$ 000 each occurrence  Cov D — \$ 000 each occurrence
(c) Non Owned Automobiles	I Expiration Date of Other Insurance
The maintenance use loading or unloading by any person (other than the named insured if the named insured is an individual) of any non-owned automobile including any trailer while being used	III Primary Insurance Date — Limits of Liability 3 + \$ . 000 each person  Cov C — \$ 000 each occurrence
therewith and any automobile while being used for the towing of any non-owned trailer	Cov D — \$ 000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy oth than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement tak effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Ageni

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



56 ¢ 429621E This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

COPY (For use only if this Coverage Part is effective after the effective date of the Policy) This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

Items **SCHEDULE** (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item. The limit of the company s liability

	<b>★</b> Covered	Lim	it of Liabilit	y — each covered a		(FUT CHE.)
Coverages	Automo biles	Amount or ACV' (Actual Cash Value)	Deductible	As separately st	ated in the Schedule of	Premiums
O Comprehensive i	CA CA		\$			: 2,866.00
r tanisian i	CA CA		\$			19,242.00
Q Fire Lightning or Transportation	CĀ CA					\$
R Theft	CA CA					s
S Windstorm Hail Earth quake or Explosion	CA CA		:			\$
T Combined Additional	CA CA					\$
V Towing (Not available in California)	CA CA	\$25 fo	r each disable	ment		\$
Numbers of Endorsements forming of this Coverage Part at issue		Maximum Lim	it of Liabilit	ty -	Advance Premium for Endorsements  Advance Premium for Endorsements  TOTAL ADVANCE PREMIUMS	
time Coverage I are at issue	\$	Any one cove	red automobile	;	for Endorsements	\$
	\$	All covered as		iny one location		\$ 13.106.0
	Records to	be submitted ( M :	= monthly	0 = quarterly	S = semi annually)	

2

CA 2=all registered covered automobiles

CA 3 = all covered automobiles of the private passenger type

all covered automobiles of the com

mercial type

Schedule of Covered Automobiles made a part hereof (including newly acquired vehicles subject to the provisions of paragraph (b) of the covered automo-

6 = excluding vehicles leased to the named snsured

7=excluding under Collision Coverage any vehicle not having an actual cash value of at least \$

Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item I above) Rates Advance Premiums AUTO | (a) Identification No.(I) Serial No. (S) Motor No. (M) Body Type Capa (Truck Load, Gallenage, B Principally garaged in (Town, Siste) No. 2 Sciedule on File With Comain AUTO ter under Covereges other than Towing is payable as in or to the recessed insured and the Loca Payon named Any loss w (b) Me_/Y -Now (N) Used (U) 1 2 (c) Limit of Liability-each covered automobile **Advance Premiums** described in (a) above and covered for AUTO Rates Rates Cov O Cov P Cov Q Cov R Cov S Cov T Cov Deductable ACV Deductable 1

ACV means Actual Cash Value Totals Except with respect to bailment lease conditional sale purchase agreement, mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated herein

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF-4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

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Und Approved	Confidential Report	U d N tes	
Quality Control			

This Coverage Part forms a part of Policy No 55 C School issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverages	Ad	vance Premiums					Limits of Liab	ility	
YB — Contractual Bodily Injury Liability	\$ \$100	L	_	\$	*		000 each occu	irrence	
ZB — Contractual Property Damage Liability	\$ <b>190</b>		\$ <b>&amp;</b>			000 each occurrence			
	Code			Rat			1	e Premiums	
_ Designation of Contracts _	No	Premium Bases	ВІ		P	D	ВІ	P D	
_		(a) Cost (b) Sales	(a) Per \$100 of Cost (b) Per \$1 000   i Sal						
PER SCHEDULE ON FILE WITH THE COMPANY							incr.	INCL	
form Numbers of Endorsements forming part of L3139 ALGEORI-E(CSL)	this Coverage	e Part at issue	TOTA			NCE UMS		: INCL	

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

lst Anniversary \$

2nd Anniversary \$

The following exclusions also apply

☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q)—x c & u

# COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

# COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* by reason of *contractual liability* assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any sust after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) (1) if the insured is an architect engineer or surveyor to bodily injury or property damage arising out of professional services performed by such insured including
  - the preparation or approval of imps drawings opinions reports surveys change orders designs or specification and
  - (ii) supervisory inspection or engineering services
  - (2) If the indemnitee of the insured is an architect engineer or sur veyor to the liability of the indemnitee his agents or employees arising out of

The conditions and provisions printed on pages KB 2 and KB 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by

TO LIE OF 18 00

Elixir Industries 17809 S Broadway Gardena, CA 90248 E JUDISEMENT

D. a 11-1-77

This endersement forms a part of your policy and should be attached to the same without fail

Company Rartford

Policy No 56 C 429621E

Charage Adding \$250 Deductible on Proper y

Damage Liability

No Change in Premium

nj

0 8

This Declarations page with GENERAL POLICY PROVISIO thereof completes the below numbered Casualty Insurance Policy	ONS Form 8117 Coverage Paris and en	dorsements ij an	y issued to form a pari
THE HARTFORD INSURANCE CROUP OND ONNE O Hartford Fire Insurance Hartford Accident and Hartford Casualty Insu	Indemnity Company 5 77 Twin (	lity Fire Insur	ers Insurance Compa ance Company
The INSURER shall be the Company designated herein by Co Code	POLICY NO 56 C	4299	37 E
DECLARATIONS Items I Named Insured and Address	ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CA 90248		
The named Individual Partnership Corpore	aison		
Producer a Name and Address Agent Code		-1-77	
5202E1	12 01 A M standard time at the herein	e address of the	named insured as stated
VILSHIRE INS. AGENCY	Audit Period Annual unless of	nerwise stated	Semi Annual
28	CROSS REF. 56 C 429	621E	Quarterly Monthly
1	1	!	monuny
3 The advance premium for this policy is as stated below subject to such limits of liability as are stated therein an	d subject to all the terms of the po	erage Parts fo licy having ref	rming a part hereof erence thereto
SUMMARY OF A	ADVANCE PREMIUMS		
_ COVERAGE PARTS _ ~			ADVANCE PREMIUM
Comprehensive General Liability Insurance			\$
Comprehensive Automobile Liability Insurance			:3,469.00
Automobile Medical Payments Insurance			s
Automobile Medical Payments Insurance Uninsured Motorists Insurance			\$
Automobile Physical Damage Insurance			\$
Figures Migrical Layments instrance			\$
Contractual Liability Insurance			\$
Personal Injury Liability Insurance Garage Insurance			\$
Garage Insurance			\$
			\$
			s
Form Numbers of Coverage Parts and endorsements not listed on Cover	age Parts forming part of Policy at issue	TOTAL	
L3717-0		ADVANCE PREMIUM	(3,469.00)
If Policy Period more than one year Gross Premium \$	Discount \$		remium Vinel
Premium is payable On effective date of Policy \$	1st Anniversary \$		Aro D
4 Business of the named insured is	ELECTRICAL GOODS NFE.		TER PC
5 During the past 3 years no Insurer has cancelled insurance issue to the named insured similar to that afforded hereunder unle			

NOTE FOR TEXAS, LOUISIANA

otherwise stated herein

# Comprehensive Automobile Liability Insurance **Coverage Part**



56 € 429937E

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

*\$1,000,000. CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company stability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverages	Adva	nce Premiu	ms	1	=	I	imits of Liabili	tv			
C — Bodily Injury Liability	\$ 2,134.					*	000 each person				
• • • •				\$ *			000 each occurrence				
D — Property Damage I jability	3 1,335.	00		\$ *			000 each occurrence				
	Descripti	on of Hazar	ds								
Owned Automobiles Premium I	Basis — Per Ai	utomobile									
Yea Mod I Body Type T uck Size Identification T ade Name (Truck Load Gallonage Serial No	n No (I) Town a o (S) the au	nd State in wh tomobile will	ich be (	a) Pur	pos c	of Us	Advance F	remiums			
Bus Seating Capacity) Motor No	(M) pris	ncipally garage	×d	Clas	selfica	tion	Coverage C	Coverage D			
SEE SCHEBULE A3471-0							2,134.00	1,335.00			
	m Basis—Tota urposes of Use	l Cost of Hir Estimated Total Cost of Hi	Rate pe i			ost of Hire rage D					
EXCLUDED			•								
Non Owned Automobiles Premium Ba  Total Number of Employees at all Locations	isis—Total Nu	mber of Em	ployees a	tall	Loca	tions	-				
·							ر ا	_			
Form Numbers of Endorsements forming part of this Con A3718-0, A3471-0, A2458-0, AL68 A2036-3.			<del>,,</del>	·	<del></del>		CC1,75 781				
				OTAI	L AE	VANCE	s 2, 134,00	1			

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

()  $P \leftarrow B = Pl$ ss C = C m

Countersigned by

Authors ed Agent

# Amendment — Limits of Liability (Single Limit)



Named Insured and Address

56 C 429937\$

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date Effective hour is the same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy rela	ating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part CGL')  — (Coverage Part CAL)  — (Coverage Part MC)  — (Coverage Part OLT)  — (Coverage Part K')

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Limits of Liability					
Bodily Injury Liability and Property Damage Liability	7	<b>\$</b>	000 each occurrence				
		\$	000 aggregate — Division 1				
		. s <u>\$</u>	000 aggregate — Division 2				
Bodily Injury Liability and Property Damage Liability	CAL	1,0	000 each occurrence				

Division 1 — Applicable to damages because of bodily injury and property damage as specified in paragraph (b) in the Limits of Liability provision of this endorsement

Division 2 — Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company's liability is limited as follows

#### **Bodily Injury Liability and Property Damage Liability Coverage**

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company s liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

- (b) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 1 is subject to provision (a) hereof respecting each occurrence—the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage which is included in any of the numbered sub paragraphs below and in subparagraph (3) with respect either to the bodily injury or property damage or to the bodily injury and property damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
  - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures
  - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard
  - (4) all property damage for which liability is assumed under any contract other than an incidental contract to which the Contractual Lia bility Insurance if afforded applies

Such aggregate - Division 1 limit shall apply separately

- (i) to the property damage included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured
- (ii) to the sum of the damages for all bodily injury and property damage included in subparagraph (3) and for which insurance if any is afforded as stated in paragraph (b) above.
- (iii) to the property damage included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured
- (c) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 2 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage ____
- (d) For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

15 16 50

### Exclusion of Hazards Otherwise Insured



Named Insured and Address

This endorsement forms a part of Policy No 56 C 429937E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### It is agreed that

- I The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word excluded
- ~ II The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance
  - III With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability the insurance shall-prior to such date apply only to loss in excess of the applicable limit as stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule

**SCHEDULE** II Expiration Date of Other Insurance DESCRIPTION OF HAZARDS (a) Owned Automobiles III Primary Insurance Date - Limits of Liability The ownership maintenance use loading or 000 each person unloading of any owned automobile described herein including any trailer while being used therewith and any automobile while being used Cov C 000 each occurrence Cov D-000 each occurrence for the towing of any traster described herein Identificatio N (I) Serial N (S) Mot N (M) T we and St t in which the m bil will b principally gar g d Body Type T k S so (T k Lo d G il nag Bus Se ting Cap ty) Y Medi TdNm II Expiration Date of Other Insurance (b) Hired Automobiles EXCLUDED The maintenance use loading or unloading of any hired automobile including any trailer while being used therewith and any automobile while III Primary Insurance Date - Limits of Liability 000 each person Cov C - \$ 000 each occurrence being used for the towing of any hired trailer Cov D - \$ 000 each occurrence II Expiration Date of Other Insurance (c) Non Owned Automobiles EXCLUDED The maintenance use loading or unloading by any person (other than the named insured if the named insured is an individual) of any non owned III Primary Insurance Date - Limits of Liability 000 each person Cov C -- \$ automobile including any trailer while being used therewith and any automobile while being used 000 each occurrence for the towing of any non owned trailer Cov D — \$ 000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

The Schedule for non-part of Policy No 56 C 429937E issued by THF HARTFORD INSURANCE GROUI Company designated therein and takes effect as of the effective date of said policy unless another effective date stated herein

Fffective date

12 01 A M standard time



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

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This Schedule forms a part of Policy No GROUP Company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date.



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company s liability against each such coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto

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The Schedule form a part of Policy No. 56 C 429937E assued by FHF HARTFORD INSURANCE GROUT Company designated there is und takes effect as of the effective date of said policy unless another effective date is stated here in

Effective date 12 01 A M standard time



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

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1hi Schedule forms a part of Policy No GROUP Company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M standard time



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

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  Process   Mean   Mean   Process   Mean   Mean   Process   Mean   Mean   Mean   Process   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean   Mean	Manufactation N (6)   Proper (10s   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   March   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Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   Registration   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11 Schedule fr up toffoles No 56 C 429937E sied by THF HARTFORD INSURANCI CROWL (up de is ited the end take effect a of the effective date of sid poles) i le nother effective date it tod he en

I ffect ve date

12 01 A M standard time



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto

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,	TEXAS Loct (T w Stt)	R img T ty	R ( g	Og IC t N w R ting Symb I	Md IPym t	U in d Mot ( P m m	C il. Co (In rt App heabl Symbol)	Amt ACV (Act I Ca h V I )	D d t bl f	Rica	m bl)	P	
	73 SHC 2X TRUCK					/p ^S AMU. P.	R	S	\$		\$	S	
	TH1900V547407	42-25	408		\$ 3247 64	\$		s	\$		\$	\$	
	73 GHC 3X TRUCK			\$ \$ 324, 8	\$ 2,5 224, 56.		s	\$		\$	s		
9.	TCE66TV577446	42-25	4 <b>cs</b>		\$	\$		\$	\$		\$	\$	
	69 CHEY 2X TRUCK			\$ 5 22h @	\$ \$ 224. 56.		\$	S		\$	\$		
	CE639P859154	42-25	4CB		⁵ 324. €	<del>; 224. 56.</del>		\$	\$		S	S	
	70 FRUEHAF IX TRAILER				\$ 43. 11	\$ 29. 7		\$	s		s	s	
	FVM622101	42-25	10% 3CB		\$	\$		\$	\$		s	s	
	, 71 FRUENAF 2X TRAILER			8 S <b>43</b> 11	\$ \$ 29 7		S	S		\$	s		
	FVM 753402	42-25	10% 308		\$	\$		\$	\$		\$	s	
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Ĺ	71 GMC 2X TRUCK				s ⁵ 114 <b>, 29</b>	s 5 77. 19.		\$	\$	Ş	5	s	
••	124011	42-25	6		\$	\$		s	s	\$	5	\$	
`	LOSS PAYEES — IDENTIFY BY UNI	T OR ENTRY NO	Commercial		\$ \$	\$				1	3	s	
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_						<del> </del>		P/	<del>y 3</del> ;	<del>52</del>			

**Α 3471 0** Γ td USA

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This Schedule forms a part of Policy No 56 C 42937E issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M standard time



As respects each covered automobile described herein the insurance afforded applies only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

Т		· · · · · · · · · · · · · · · · · · ·	·	<del></del>	Ca hy	Co er g	Phys 1D m g Co ages					
t I	Yea Med I Body Typ Tru k Suso T d N m N I Cyls Truck Lead G llen g B S tong Cap ty  Locats (T wa, State)	Id tuficatio N (I) Serial N (S) Motor N (M)  R ting T tritory	Purpose of Use R ting Class	Purchased Ma./Y New Used	Bi Lab Prem. PD Liab Prem.		Non Coll Co (Ins et App- licabl Symbols)	Atest or ACV (Actual Ca b Val )	D d tibl f	R tes	P m m	
t y				Original Cost New or Rating Symbol	M dical P ym t	U man ed Motocist Prom m	Coll. Co (Insert App- heabl Symbols)		Deduc t blo f	R tes	Pmm (sche cd te- mbul)	
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	No Name and Address of Loss Payee			No Ls	\$	\$ ,	·				·	_
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# ADVICE OF GANCELLA ION



INSURANCE COMPANY OF NORTH AMERICA unc of insured Exixir Industries, etal

Post Per cd From 7-1-72

THE GREW

General Accounts



PHILADELPHIA PENNSYLVANIA 19101
A CALIFORNIA STOCK COMPANY
(herein called the Company)

#### CERTIFICATE OF INSURANCE

Date Issued

6/10/76

LIMITS OF LIABILITY

то

Convert-A-Van 2323 - 190th Street Redondo Beach, California 90247

TYPE OF POLICY HAZARDS

NAMED INSURED & ADDRESS

Elixir Industrant, Inc., a California Corporation. 17809 South Broadway Gardena, California 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(ies) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

POLICY NUMBER(S)

POLICY PERIOD

A General Liability  Premises Operations (Including Incidental Contracts as defined below)  Owners and Contractors Protective  Completed Operations/Products  Contractual (as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	See Below*	Each Occurrence Aggregate Completed Operations/Products
Premises Operations (Including Incidental Contracts as defined on reverse of this form )  Owners and Contractors Protective  Completed Operations/Products  Contractual (Specific type as described in footnote below)				\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Each Occurrence  Aggregate Prem /Oper Aggregate Protective Aggregate-Completed Operations/Products Aggregate-Contractual
CERTIFICA	HES MULLIANCE	-		and Prope	ecdily Injury exty Damage each ce and in the
Contractual Footnote Subject to all the policy ments / all contracts (check applications) Name of Other Party Dated (if applicable) Description (or Job) Definitions Incidental contract means any or adjacent to a railroad (3) under (4) sidetrack agreement or (5) elements	able blocks) between the Insured a  written (1) lease of premises (2) e ertaking to indemnify a municipali	nd  Contract No asement agreeme	o (if any) nt except in conn	l lection with construction or c	demolition operations on
Z 0078 (3/74) 5M P ted USA		Ву	<del></del>	A tho zed Rep esentat e	;

PRODUCER COPY #1



#### PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

#### CERTIFICATE OF INSURANCE

Date Issued

May 24, 1976

ΤO

UNITED STATES GYPSUM CO 9306 Sorensen Avenue Santa Fe Springs, CA. 90670 NAMED INSURED & ADDRESS

ELIXIR INDUSTRIES, INC., a California Corp. 17809 South Broadway Gardena, California 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policylies) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY	PERIOD	LIMITS OF LIABILITY	
THE OF TOEST HAZARDS	TODIOT NOMBERROY	FROM	TO	CIMITS OF EIRBIETT	
A General Liability  Premises Operations (including Incidental Contracts as defined below)  Owners and Contractors Protective  Completed Operations/Products  Contractual (as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	\$ Each Occurrence  \$ See Below* Aggregate Completed Op rations/Produc	
Premises Operations (Including Incidental Contracts as defined on reverse of this form.)  Owners and Contractors Protective  Completed Operations/Products  Contractual (Specific type as described in footnote below)				\$ Aggregate Prem /Oper \$ Aggregate Protective \$ Aggregate Completed Operations/Produc \$ Aggregate Contractual \$300,000 Bodily Injury and Property Damage each occurrence and in the aggregate.	

Completed Operations/Products  Contractual (Specific type as described in footnote below)		\$ Aggregate Completed Operations/Produc s \$ Aggregate Contractual
В		*\$300,000 Bodily Injury and Property Damage each occurrence and in the aggregate.
Contractual Footnote Subject to all the policy ments / 🔲 all contracts (check applical	erms applicable specific contractual liability coverage is provided	d as respects 🗌 a contract / 🗋 purchase order agree
Name of Other Party	to blocks, between the historica and	
Dated (if applicable)	Contract No (if any)	
Description (or Job)		~
	ritten (1) lease of premises (2) easement agreement except in co taking to indemnify a municipality required by municipal ordinanc ator maintenance agreement	
Z 0078 (3/74) 5M P ted USA	Ву	
	•	Autho zed Rep se tat e
	PRODUCER COPY #1	
		<i></i>

#### CERTIFICATE OF INSURANCE

**Products Liability** 

This certificate is to be completed and returned to		
SEARS ROEBUCK AND CO		<del></del>
ELIXIR INDUSTRIES, INC , a California Corp		
17809 South Broadway Gardena California	90249	
Elixir Window Corp & Exilir Explorations	<b> 332</b>	
Subsidiaries or affiliated companies all o covered under the policies		
*GENERAL LIABILITY INSURANCE	LIMITS OF LIABILITY	
Name & address of Insurance	Bodily Injury Each	
Company California Union Insurance Co	\$Occurr	rence
Policy Number ZCG 00 15 42 Effective Expiration 7/7/76	\$Aggre	gate
	Property Damage	
Products Liability with Broad Form Vendors or Standard G114 Endorsement in favor of Sears Roebuck and Co. For all goods or products sold to Sears. Roebuck and Co.	\$Each Occurr	rence
Contractual Liability covering provisions of Purchase Orders and/or Contracts between	\$Aggre	gate
Insured and Sears Roebuck and Co	or Combined Single Limits	
	Each	
	\$ 300,000 00 Occur	rence
If other than Bureau policy or endorsements attach copy to this certificate		
EXCESS LIABILITY INSURANCE	Combined Single Limits	
Type of Policy	Each \$ Occurr	rence
s		
Company		
Effective Expiration		
Policy Number Date Date		
THIS IS TO CERTIFY THAT  1 Policies of insurance described above have been issued to the above named insured and are in force a  2 If any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate a such cancellation or change will be sent to SEARS ROEBUCK AND CO at the above address		ı of
Dated this 24 day of May 19 76at Los Angeles	CA 90010	
Montgomery & Collins, Inc	STATE ZIP C	EODE
NAME OF AGENT OR BROKER		
3435 Wilshire Blvd Los Angeles California	90010	
By State	Authorized Represent	tative
12314 (See Bulletin M 109)		



PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

TO

#### CERTIFICATE OF INSURANCE

r	_	, >	_			Date	Issued
	_	_	$E_I$	7	E	<b>n</b>	

May 6, 1976

NAMED INSURED & ADDRESS

Elixir Industries, Inc , a California Interparts Corp 230 West Rosecrans St Corporation Gardena, CA. 90247 Attn W R. Ramsey 17809 South Broadway Gardena, CA 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(ies) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY PERIOD		LIMITS OF LIABILITY	
TITE OF FULIGI HAZARUS	LOTICE HOWDER(2)	FROM TO		LIMITS OF LIABILITY	
A General Liability Premises Operations (Including Incidental Contracts as defined below)  Downers and Contractors Protective Completed Operations Products Contractual (as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	\$ Each Occurrence  \$ See Below*Aggregate Completed Operations/Products	
Premises Operations (Including Incidental Contracts as defined on reverse of this form)  Owners and Contractors Protective  Completed Operations Products  Contractual (Specific type as described in footnote below)				\$ Each Occurrence  \$ Aggregate Prem /Oper   \$ Aggregate Protective   \$ Aggregate Completed	
В				*\$300,000. Bodily Injury and Property Damage each occurrence and in the aggregate	

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			<u> </u>
Contractual Footnote Subject to all the poli	cy terms applicable specific contracti	ual liability coverage is provided a	s respects 🗌 a contract / 🔲 purchase order agree
ments /   all contracts (check appl			
Name of Other Party			
Dated (if pplicable)		Contract No (if any)	
_		contract no in any	
Description (or Job)			
or adjacent to a railroad (5) ur	idertaking to indemnify a municipality	sement agreement except in conn r required by municipal ordinance	ection with construction or demolition operations on except in connection with work for the municipality
(4) sidetrack agreement or (5) e	levator maintenance agreement		

Z 0078 (3/74) 5M P ted

A th ed Rep esentat e

#### CERTIFICATE OF INSURANCE

This is to Certify that pulicies in the name of

NAMED INSURED ELIXIR INDUSTRIES Copt

and ADDRESS

17809 5 BROADWAY

GARDENA CA 90249 THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTER THE COVERAGE AFFORDED BY ANY POLILY DESCRIBED HEREIN

are in orce at leida hereof as follows

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS			LIMITS		
WORKMEN S COMPENSATION AND EM: LOYERS LIABILITY		Eff Exp	Workmen's Compensation Ins Employers Liability Ins		STATUTORY			
	<del></del>			BODILY INJURY	PROPERTY DAMAGE			
COMPREHENSIVE GENERAL		Eff	\$	000 Each occurrence	900 Each occurrence			
LIABILITY		Exp	\$	000 Aggregate 'c	00 Aggregate			
MANUFACTURERS AND		EH	\$	000 E ch occur enc	000 Each occur erce			
CONTRACTORS LIABILITY		Exp			J O Aggregate			
OWNERS LANDLORDS		H3	e	007 Ec norur enc 1	O Each o curre ce			
AND TENANTS LIABILITY !		Exp			J∩ Aggregate			
CONTRACTUAL		EH	\$	000 Each occurr nee 14	100 tach occ itence			
LIABILITY		Exp			000 Agg egate			
UTOMOBILE LIABILITY			}	i				
Owned Automobiles		Ett	15	000 Each person	ו כ אר או רכ			
Hired Automobiles		Exp	1.	000 Each courren c				
Non Owned Automobiles				1				
COMPREHENSIVE AUTO		£ff	\$	000 Each person	000 Each accurrence			
MOBILE LIABILITY		Exp	\$	000 Each occurrence				
OTHER COMPLETED		Eff 7/7/75	\$300					
PERATIONS/PRODUCTS   Z	CCG 00 15 42	EXP 7/7/76	1	OPERTY DAMAGE	ENGU COGUDDENCE A			
Aggregate a Luppi able it Owner La	ndlords and Tenants Liab	ility Insurance excludes st		INED SINGLE LIMIT rations new construction and der	EACH OCCURRENCE & AGGREGA'			

In the elect of any material change in or cancellation of said policies, the undersigned company will ended on to give in color election of certoid elections and the certificate is is estimated by a such notice shall impose no obligation nor liability upon the company

AUGUST 25 1975

PECEIVE DName of

/JG 2 7 1975

CALIFORNIA UNION INSURANCE COMPANY

CERTIFICATE ISSUED TO

SEARS ROEBJCK AND CO

Sears Tower

NAMEChicago Illinois 60684

and ADDRESS

ljk mmı

473 WARD & SON II C CERTIFICATE OF INSURANCE This certific is is to be completed and returned to SEARS ROFIUCK AND CO Insurance Department 765, 425 N Michigan Ave Chicago, Ill 60611 or as otherwise directed Name of Insured Zip Code A+11 Subsidiaries or affiliated companies also covered under the policy TYPE OF LIABILITY POLICY LIMITS OF LIABILITY ( ) Comprehensive General Liability Bodily Injury ( ) Manufacturers and Contractors Liability _____ per person ( ) Other (describe) _____ per accident Coverage 1 Products Liability for all goods or products ____aggregate sold to Sears, Roebuck and Co () No (X) Yes Broad Form Vendor's Endorsement in favor of Property Damage Sears Roebuck and Co ( ) No (X) Yes copy of Vendor's Endorsement attached per accident 2 Contractual Liability covering contract between Sears & Insured - ( ) No ( ) Yes - copy of _aggregate Endorsement attached of Insurance Company 301, CHDAR SPRING, LOAD, DALLAS, 11-YA Name of Insurance Company 1 / 1 1 ( ) Policy Number THIS IS TO CERTIFY THAT Policy of insurance described above has been issued to the above named insured and is in force at this time and If any such policy is cancelled or changed so as to affect the coverage evant by this Certificate, at least ten days prior written notice of such cancellation or change will be sent to SEARS, ROEBUCK AND CO, INSURANCE DEPARTMENT, 425 North Michigan Avenue, Chicago, Illinois 60611 Dated this ____ ?( || day of __AIIGUST ___, 19 /3 __atN^1/PORT LIACH , ___CALLED ITA , In the LANDURE V HA Name of Agent or Broker Agent or Broker of City State Address of Agent or Broker Authorized Insurance Company Representative Rev 1/20/71

#### NAMED INSURED

THE STREET

ELIXIR INDUSTRIFS (A CALIFORNIA CORPORATION)
WARD AND SON, INC
TRU-FORM, INC
ATOMIC DISPOSER CORPORATION
CUSTOM ALUMINUM MANUFACTUPING CO, INC
ROLAND R SAHM, AN INDIVIDUAL
ROMONA A SAHM, AN INDIVIDUAL
JERRY RAPPORT, AN INDIVIDUAL
AGNESS RAPPORT, AN INDIVIDUAL
HOWARD F WARD, INC
WARD ASSOCIATES, INC
WARD PROPERTIES, INC
R & L EXTRUSIONS, INC

#### DOING BUSINESS AS

TRAVEL TRIM & VENT CO
ALUM-A-FORM COMPANY
BROADWAY METALS & FABRICATORS
NORTH/EST MOBILE PRODUCIS
G & L STEEL COMPANY
BROADWAY - ELKHART
RIXILE
R & L EXTRUSIONS
MOBILE TPIM
FUMETCO
MTC SUPPLY
RECREATIONAL VEHICLE CENTERS OF AMERICA

#### INACTIVE ENTITIES

ALUM-A-FORM COMPANY
ALUM-A-FORM OF IDAHO, INC
BROADWAY METALS & FABRICATORS, INC
EROADWAY ELKHART, INC
BUT CORPORATION
ELIXIR CORPORATION
G & L STEEL CORPORATION
NORTHWEST MOBILE PRODUCTS, INC
TRAVEL TRIM & VENT CO, INC
MOBILE TRIM, INC
SPRAYMATIC
AND/OR ANY WHOLLY OWNED SUBSIDIARIES

2 Also furnily your prient buyer of cois with a seller to heyer continuing guaranty in the in set forth below. This guaranty also remains in effect until revoked by source and Form A is not required.

The article comparing cich shipment or other delivery hereafter mide by <u>(Name of Company)</u> to or on the order of Sears Roebuck and Co. Chicago illinois 60607 is hereby guar inteed as of the date of delivery to be on such date not misbranded within the meaning of the Federal Hazardous Substances Act.

-	(Name of Company)	
By_		
_	(Name and Title)	
_	(Address)	
_	(Date)	

#### FEDERAL INSECTICIDE FUNGICIDE AND RODENTI CIDE ACT

Furnish your Parent buyer with a seller to buyer continuing guaranty in the form set forth below. This guaranty remains in effect until revoked by the source and no Form A is required.

The economic poisons comprising each shipment or other delivery hirrenfter made by (Nime of Company) to or on the order of Sears Rochuck and Co. 925 So. Homin Ave. Chicago. Illinois 60607 are hereby guaranteed to be lawfully registered with the Secretary of Agriculture and to comply with all the requirements of the Federal Insecticide. Fungicide and Rodenticide Act, as of the date of such shipment or delivery.

_	(Name of Company)
Зу	
	(Name and Title)
_	(Address)
-	(Date)

#### FEDERAL FAIR LABOR STANDARDS ACT

#### NOTE

As previously stated the Wage and Hour Administration has ruled that a continuing guaranty carnot be used

Print or stamp on each invoice to Sears the following guaranty Sign and deliver certification Form B to your parent buyer

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6-7 and 12 of the Fair Labor Standards Act of 1938 as

infinited and of gulations and orders issued thereunder

(No signature required)

#### SEARS REQUIREMENTS FOR INDEMNITY AND INSUR ANCE AGAINST LOSS OR UAMAGES

#### Your Legal Obligation

The following clause is printed on all of Sears contracts and purchase orders — and your acceptance of a contract or pur chase order legally obligates you to the extent of the terms therein

Seller agrees to protect defend hold harmless and in demnify Purchaser from and against any and all claims actions liabilities losses costs and expenses arising out of any actual or alleged infringement of any patent trademark or copyright by any merchandise furnished hereunder or arising out of any actual or alleged death of or injury to any person damage to any property or any other damage or loss by whomsoever suffered resulting or claimed to result in whole or in part from any actual or alleged defect in such merchandise whether latent or patent including actual or alleged improper construction or design of said merchandise or the failure of said merchandise to comply with specifications or with any express or implied warranties of Seller or arising out of any actual or alleged violation by such merchandise or its manufacture possession use or sale of any law statute or ordinance or any governmental administrative order rule or regulation. These agree ments and obligations of Seller shall not be affected or limited in any why by Purchaser's extension of express or implied warranties to its customers except to the extent that any such Purchaser's warranties expressly extend beyond the scope of Seller's warranties express or implied to Purchaser

Seller agrees to obtain and maintain at its expense during the term of this Contract a policy or policies of Products Liability Insurance with Vendor's Endorse ment naming Purchaser in such amounts and in such companies and containing such other provisions which shall be satisfactory to Purchaser covering purchases of merchandise made hereunder All such policies shall provide that the coverage thereunder shall not be terminated without at least 10 days prior written notice to Purchaser

#### Importance of Products Liability Coverage To You

Under the terms of the preceding clause you are legally obligated to defend and pay all costs and expenses arising from any claim whatsoever brought against you or Sears regarding the merchandise you have sold to Scars. It is therefore to your own advantige to carry insurince that protects both yourself and Scars against possible losses of this type.

Except for hose few companie the have the financial backing required for being withou urance the most feasible protection is that offered by Products Liability Insurance. It is Sears policy to require every source to carry P oducts Liability Insurance.

Your Products Liability Insurance should be with a reputable insurance company with limits of liability of at least \$250 000/\$500 000 for Bodily Injury and \$50 000 for Proper ty Damage However many types of inerchandise warrant higher limits of coverage and should be discussed with your insurance broker. It is also important that your Products Liability Insurance include the Broad Form Vendors Endorse.

ment in favor of Se — in order that your insurance company will be obligated to — and for you any suits brought against Scars arising from your merchandise

#### Certificate of Insurance

To provide Sears with evidence of your insurance coverage you are to deliver to your Buyer (or the Controller of the Parent Department) copies of the two forms illustrated (pages 6.9 and 6.10). A new Certificate of Insurance must also be furnished each year prior to the expiration of your Products Liability policy.

### CERTIFICATE OF INSURANCE

Products Liability

ZIP CODE  IITS OF LIABIL  Bodily Injury  Property Damage	Each Occurence Aggregate
IITS OF LIABIL Bodily Injury	Each Occurence Aggregate
IITS OF LIABIL Bodily Injury	Each Occurence Aggregate
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Property Damag	_
Property Damag	_
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	Each
	_Occurence
	_ Aggregate
mbined Single Lii	mits
	Each Occurence
days prior writter	n notice of
STATE	ZIP CODE
ZIP CODE	epresentative
	STATE

12314 (See Builetin M 109)

Jan Jan

THE RESERVE

#### CERTIFICATE OF INSURANCE

#### PRODUCT LIABILITY

The Insurer agrees to extend coverage to Montgomery Ward & Co Incorporated as an additional insured for Products Liability coverage with a Broad Form Vendors Endorsement

Thus certificate is issued in confunction with the following Nar	ned Insured	
Company		
Location		
address	city	state
Subsidiary or Affiliated		
Companies Also Covered		
Under this Policy		
Policy Information		
1 Name of Ins Co		
2 Policy No		
3 Type of Policy		
4 Policy Period From	To	
5 Limits of Liability		
Bodily Injury		Property Damage
\$ per person	¢	per occurrer e
\$		per occurrer e
\$aggregate	Φ <u></u>	aggregate
6 Endorsements Broad Form Vendor's Endorsements.  This is to certify that the policy of insurance described above this time and will not be altered or cancelled without first a day advance notice of such alteration or cancellation.	ve has been issued to	the named insured and is in force at
Ву	Authorized	
Date		
Note Return this certificate and Broad Form Endorsement o	r any subsequent noti	ces or renewals to
Mr J. J Reiber		Ban Na 8339
Mr		Box No. Chicago
Dept Merchandise Control Manager Dept No 68		State & Zip 111 60680
Loc		State & Lip
Luc		

32268 1



-CEL JICATE OF INSURANCE

PHILADELPHIA PENNSYLVANIA 19101 A CALIFORNIA STOCK COMPANY (herein called the Company)

Date Issued

August 4, 1975

TO

NAMED INSURED & ADDRESS

Hontgomery Ward & Co Inc. P O Box 8339 Chicago, Illinois 60680 Elixir Industries 17809 S Broadway Gardena, Ca. 90249

This is to certify that the following described policy(ies) providing insurance only for hazards marked by 🗵 below have been issued to the above Named Insured This Certificate of Insurance neither affirmatively or negatively amends extends or alters the coverage limits or conditions of the policy(ies) it certificates

It is the intention of the Company that in the event of the cancellation of the policy or policies by the Company 10 days written notice of such cancellation will be given to the Certificate Holder at the address stated above

TYPE OF POLICY HAZARDS	POLICY NUMBER(S)	POLICY	PERIOD	LIMITS OF I	IARILITY
THE OF TOLIGE RAZARDS	FOLICT NUMBER(3)	FROM	10	Cimits of I	INDICTI I
A General Liability Premises Operations (Including Incidental Contracts as defined below)  Dwners and Contractors Protective Completed Operations Products Contract ual as described in footnote below)	ZCG 00 15 42	7/7/75	7/7/76	\$ SEE BELOW®	Each Occurrence Aggregate Completed Operations/Products
Premises Operations (Including Incidental Contracts as defined on reverse of this form)  The Contract of this form  Owners and Contractors Protective  Completed Operations/Products  Contractual (Specific type as described in footnote below)				\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Each Occurrence  Aggregate Prem /Oper Aggregate Protective Aggregate Completed Operations Products Aggregate-Contractual
В				*\$300,000. Bod and Property t Combined Sing each occurrent aggregate.	Damage Le Linit

	}	
Contractual Footnote Subject to all the policy ments all contracts (check applicate		erage is provided as respects 🗇 a contract / 🗀 purchase order agree-
Name of Other Party		
Dated if applicable)	Contract N	o (ıf any)
Description (or Job		
	taking to indemnify a municipality required by mu	ent except in connection with construction or demolition operations on unicipal ordinance except in connection with work for the municipality
00/8 (3/74) 5M P d USA	Ву	Author zed Rep ese tal e

PRODUCER COPY #2

777





S L ALEXANDER INSURANCE SERVICES 3435 WILSHIRE BLVD SUITE 2018 LOS ANGELES CA 90010 (213) 385 7182 TELEX 67 3259

#### **INSURANCE BINDER**

THIS IS TO CERTIFY that the undersigned have procured Insurance as hereinafter specified from certain Insurers Insurance described herein has been effected against which a Certificate(s) and/or Policy(ies) will be issued and in the event of any inconsistency the terms conditions and provisions of the Certificate(s) and/or Policy(ies) shall prevail

inconsistency the t	emis conditions and provisions of the Certificate(s) and/or Folicy(les) shall prevail
Assured and Address	Elixer Industries 17925 So Broadway Gardena, CA 90248
Limits	\$2,000,000 Excess Underlying
Coverage	Umbrella Liability
Remarks	Premium \$225,000 Minimum & Deposit
Schedule of Underwrite	rs _ % with Underwriters at Lloyd's London
	_ % with Certain Insurance Companies
	% with Pinetop Insurance Company
Period 30 both da	days from
thereto as the Certif	is Binder to cease at the last above named date at the place of location of risk insured or at such time prior ficate(s) and/or Policy(ies) may be issued on the above risk or unless previously cancelled in writing ned are not the Insurers however Insurance has been effected by S. L. Alexander Insurance Services
	Angeles, CA This 25th Day of July 19 77
1m	<b></b>
	shire Insurance Agency
PRODUCER 680	Wilshire Place, Ste 400 SL ALEXANDER INSURANCE SERVICES
Los	Angeles, CA 90005  By Villean X- Zkewlor
L	7

THE HARTFORD  INSURANCE GROUP  ORD  THE HARTFORD  THE HARTFORD  INSURANCE GROUP  ORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD  THE HARTFORD	npany nnity Company U., Company U. Hartford Connecticut	Tork Underwrite  A City Fire Insura	rs Insurance Company nce Company
The INSURER shall be the Company designated herein by Co Code  DECLARATIONS  Items  1 Named Insured and Address	POLICY NO 56 ELIXIR INDUSTRIES 17809 S. BROADMAY GARDENA, CALIF		14 E R
The named Individual Partnership X Corporation other  2 Policy Period Producer a Name and Address  Agent Code  220251	10-1-77 To	10-1-78	named insured as stated
WILSHIRE INSURANCE AGENCY  3 The advance premium for this policy is as stated below. Insur	Audit Period Annual unless	pristed on m	Semi Annual Quarterly Monthly ming a part hereof
subject to such limits of liability as are stated therein and subj		policy having refe	rence thereto
SUMMARY OF ADVAN COVERAGE PARTS			ADVANCE PREMIUM
Comprehensive General Liability Insurance			s 1,242 00
Comprehensive Automobile Liability Insurance			s 13,242 00
			\$
Automobile Medical Payments Insurance Uninsured Motorists Insurance			\$ "
Automobile Physical Damage Insurance			s 6 100 00
Premises Medical Payments Insurance			\$
Automobile Physical Damage Insurance  Premises Medical Payments Insurance  Contractual Liability Insurance			\$ > /
Personal Injury Liability Insurance			\$
Garage Insurance	-		\$
	<del>-</del>		\$
Form Numbers of Coverage Parts and endorsements not listed on Coverage Part	ts forming part of Policy at issu	e TOTAL	\$
L3503-1, L3523-0, A3717-0, A3011-1		ADVANCE PREMIUM	\$20 58k.00
If Policy Period more than one year Gross Premium \$	Discount \$		remium \$
Premium is payable On effective date of Policy \$  4 Business of the named insured is	ist Anniversary \$  ELECTRICAL GOODS M		iversary \$
5 During the past 3 years no Insurer has cancelled insurance issued to the named insured similar to that afforded hereunder unless otherwise stated herein	FEET INTONE BOODS H	ra	

BY-BL 11/10/11/77

#### VILSHIRE INSURANCE AGENCY

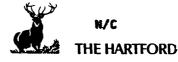
#### Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

ACV means Actual Cash Value

3 Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

COPY

S



This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein (For use only if this Coverage Part is effective after the effective date of the Policy)
10/1/78

(at the hour stated in the policy) and form (at the hour stated in the policy) and forms a part of the above designated This Coverage Part is effective ELIXIR INDUSTRIES FT PRODUCER The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows IN LIFU OF PREVIOUS **SCHEDULE** Items The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or 1 (a) more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability - each covered automobile **★** Covered S entered below means
As separately stated in th Schedule of
Cov red Automobiles mad a part hereof' Automo Coverages Premiums Deductible biles ENDY, AL-E-18 ATTACHED (SEE CA Comprehensive CA 1000 CA Collision CA Fire Lightning or CA Transportation CA CA Theft CA Windstorm Hail Earth CA quake or Explosion CA Combined Additional CA Towing (N t vallabl CA \$25 for each disablement Calif rma) Form Numbers of Endorsements forming Maximum Limit of Liability Advance Premium part of this Coverage Part at issue for Endorsements Any one covered automobile AL 1A, AL8-1B (COMPOSITE 5905R All covered automobiles at any one location TOTAL ADVANCE PREMIUMS RATE FROT. 195E All covered automobiles Records to be submitted (M = monthly= semi annually Explanation of above entries designating the covered automobiles to which this insurance applies under each Coverage afforded ★ CA 1=all covered automobiles CA 5= the covered automobiles described in the When also entered with CA 1 2 3 or 4 Schedule of Covered Automobiles made CA 2=all registered covered automobiles 6 = excluding vehicles leased to the named a part hereof (including newly acquired vehicles subject to the provisions of CA 3=all covered automobiles of the private insured excluding under Collision Coverage passenger type paragraph (b) of the covered automo CA 4=all covered automobiles of the com any vehicle not having an actual cash value of at least \$ Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item I above) Rates Advance Premiums AUTO No. Year Model Body Type Capacity
T ad Nam (Tru k Load Gall nag Bus Seating) Identificati N (I) Serial No. (S) M t N P incipally garaged in (T w Stat ) Cleans Purpose of U e AS PIR SCHEDIFTE ON FILE WITH COMPANY AUTO No. Purchased
M /Y --N w (N) Used (U) Anylo d Co g eth th Twing is p y bl ppear t th nam dinsu dandth Lo P y n. (b) 1 2 (c) Limit of Liability-each covered automobile Advance Premiums described in (a) above and covered for AUTO Rates Cov P Cov V E te Cov R Cov S Cov T Cov O Cov O Ded cubi Ded cabl 1

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Totals

## Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- (1) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes we aring apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (11) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehicle is newly acquired by the named insured during the policy period provided however that
  - it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered auto mobiles and
  - (ii) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and business use

#### V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured s Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s failure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) file with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be hable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to any loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with payment for my resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall be against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

## Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

(continued)

#### 5 Other Insurance

If the named insured has other insurance against a loss covered by this insurance the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss provided how ever with respect to any covered automobile newly acquired during the policy period and not described in the schedule this insurance shall not apply to any loss against which the named insured has other valid and collectible insurance

#### 6 No Benefit to Bailee

None of the provisions of this insurance shall inure directly or in directly to the benefit of any carrier or other bailee for hire

#### 7 Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

#### STATE EXCEPTIONS

KANSAS — If this insurance is issued in the State of Kansas the following applies

- 1 In the Named Insured's Duties in Event of Loss Condition paragraph (a) is amended to read
  - (a) use every reasonable means to protect the covered automobile (whether or not this insurance applies to the loss) from further loss reasonable expenses incurred in affording such protection shall be deemed incurred at the company s request
- 2 In the Appraisal Condition the term 30 days is substituted for 60 days

NORTH CAROLINA - If this insurance is issued in the State of North Carolina the following applies

Proofs of Loss — The failure of the named insured to furnish proofs of loss as required by the terms of this insurance shall not debar him from recovery hereunder unless within fifteen (15) days after recept of notice of loss the company or its representatives shall provide the named insured with a blank or blanks in duplicate in the form approved by the linsurance Commissioner to be used for the purpose of making such proofs of loss

Comprehensive Gener	Leadelty Hinsurage	RANDERARENOS
---------------------	--------------------	--------------

			N/C	
Und Approved	Confidential Report	Und	Notes	
Quality Control				

This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective 10/1/78

(at the hour stated in the policy) and forms a part of the above designated

policy issued to FLIXIR INDUSTRIES FT AL

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### SCHEDULE IN LIFU OF PREVIOUS SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's ilability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Advance Premiums

Limits of Liability

	overages   Advance Premiums   Li		Limits of Liability						
A — Bodlly Injury Liability	\$			\$	•	000 each	occu	ırrenc	же
	589.			\$	•	000 aggre	enate		
B — Property Damage Liability	<u> </u>	<del></del>		\$	•	000 aggit			
b — Froperty Damage Liability	•	<b>653.</b>		s	•	000 aggr			
Rating Classifications	T				Advance Premiums				
Entries herein except as specifically provided elsewhere in this policy do not modify any of the other provisions of this policy	Code No	Premium Bases	BI	P	D :	B I		P D	
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	Linear I \$100 of	Ft of Area Foot f Remun f Receipts				
(b) Escalators	1	(e) Landings	(e) Per	Landing					
(c) Independent Contractors		(f) Cost	(f) Per	100 of	Cost				
(d) Completed Operations		(g) Receipts	(g) Per	1 000	of Receipts				
(e) Products		(h) Sales	(h) Per	\$1 000	of Sales	-			
FILE WITH COMPANY)			-			308	E		342 -
									_
									-

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



#### THE HARTFORD

#### Comprehensive General Liability Insurance Coverage Part (Continued)

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) If the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business
- (b) If the named insured is designated in the declarations as a part nership or joint venture the partnership or joint venture so desig nated and any partner or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and
- (e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law
  - an employee of the named insured while operating any such equipment in the course of his employment and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization.

provided that no person or organization shall be an insured under this paragraph (e) with respect to

- bodily injury to any fellow employee of such person injured in the course of his employment or
- (2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any per son described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage ansing out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

#### III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage A — The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as aggregate

Coverage B — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage—to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as aggregate

- (1) all property damage ansing out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liabil ity is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
- (2) all property damage ansing out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage ansing out of maintenance or repairs at premises owned by or rented to the named insured or structural alter ations at such premises which do not involve changing the size of or moving buildings or other structures
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1) (2) and (3) above and under subpara graphs (1) and (2) separately with respect to each project away from p emises owned by or ented to the *named nsu ed* 

Coverages A and B — For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

#### IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory

#### WILSHIRE INSURANCE AGENCY



N/C

#### THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S. BROADWAY GARDENA, CALIF. 90248

10/1/77 Effective date

12:01 A. M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

#### THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY THE ACTUAL STANDARD PREMIUM WILL HE DEVELOPED AS FOLLOWS

#### GENERAL LIABILITY

TEXAS	B.I. .031R .034E	P.D. .023R 026E	.054R .060E
NORTH CAROLINA	.017R	.046 <b>r</b>	.063R
	.018E	050e	068E
AUTO LIABILITY	B.I.	P.D.	COMBINED
TEXAS	116.89 <b>R</b>	88 97R	205.86 <b>r</b>
	79.89E	60 81E	140.70 <b>e</b>
NORTH CAROLINA	131.32R	109 53R	240 85 <b>r</b>
	89.76E	74.86E	164 6 <b>2</b> E

mg 7/4/78

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

# Compr

#### Comprehensive General Liability Insurance Coverage Part

Und Approved	Con Report	itial	Und	Notes	
Quality Control					

56 C 430034E

This Coverage Part forms a part of Policy No company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

Limits of Liability

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### SCHEDULE

Coverages

ATTACH FORMS ALONG THIS MARGIN BELUW I'MS MANA

4\$1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Advance Premiums

		9 00	)			*		
A — Bodily Injury Liability	\$ >0				\$	-	000 each oc	currence
					s	*	000 aggrega	te
B — Property Damage Liability	s 65	3 00	3		S	*	000 each oc	
J Hoporty Jamage Liability	• •				\$	*	000 aggrega	
Rating Classifications	1	<del>- T</del>	<del></del>	Rates	<del>حصنداد</del>	<del></del>	Advance Prem	
Entries herein except as specifically provided elsewhere in this policy do not modify any of the other	Code I	No P	remium Bases	nates			Advance Fren	<del></del>
provisions of this policy	1			BI	P	D	ВІ	PD
		(1	a) Area	(a) Per	100 Sc	Ft of Area		
a) Premises — Operations	-	- 19	b) Frontage	i(b) Per	Linear	Foot of Remun	ļ	- {
	1	188	c) Remuneration d) Receipts	(d) Per	\$100	of Receipts	ļ	1
(b) Escalators	1	(6	e) Landings	(e) Per				
c) Independent Contractors		](f	f) Cost	(f) Per				
(d) Completed Operations		((	g) Receipts	(g) Per	\$1 000	of Receipts	<b>i</b>	}
(e) Products		(I	h) Sales	(h) Per	\$1 00	0 of Sales		
AS PER COMPOSITE RATE ENDT ATTACH	ED						INCL	INCL
(TEXAS & NO CAROLINA ONLY)  AS PER COMPOSITE RATE ENDT ATTACH  (PER SCHEDULE ON FILE WITH COMPANY)							INCL	INCL
AS PER COMPOSITE RATE ENDT ATTACH				-			INCL.	INCL
AS PER COMPOSITE RATE ENDT ATTACH				-				
AS PER COMPOSITE RATE ENDT ATTACH				-				
AS PER COMPOSITE RATE ENDT ATTACH				_				
AS PER COMPOSITE RATE ENDT ATTACH				_				
AS PER COMPOSITE RATE ENDT ATTACH								
AS PER COMPOSITE RATE ENDT ATTACH								

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL-3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



#### **Boats**

Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that

- 1 The exclusion relating to watercraft does not apply to watercraft described below
- The Persons Insured provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured provided the actual use thereof is with the permission of the named insured
- 3 The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable

#### **SCHEDULE**

Description/Classification of Watercraft	Code	Premium Basis	Rates each	Watercraft	Advance Pren	nium
	Watercraft Code Number of Watercraft		ВІ	PD	ВІ	PD
		}	ł	}		
					}	
		}		Ì		}
						1
ALL WATERCRAF	OWNED	BY THE NAME	INSURE	Þ	1	{
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		1	_	1		1
	ļ	}				1
	}		} -	-		
	}			ļ		1
		1	}	}		}
		Į.	1	1	!	1

Ainimum Premium	\$Bodily Injury Liability	\$Property	Damage Liability
-----------------	---------------------------	------------	------------------

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

## Broad Form Property Damage Coverage (Excluding Completed Operations)



Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Effective hour is the

same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

Classification

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

- A The exclusions relating to property damage to (1) property owned occupied or used by or rented to the insured or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)
  - (w) to property damage
    - (1) to property owned or occupied by or rented to the *insured* or except with respect to the use of *elevators* to property held by the *insured* for sale or entrusted to the *insured* for storage or safekeeping
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or rented to the *insured* for the purpose of having operations performed on such property by or on behalf of the *insured*
      - (b) tools or equipment while being used by the insured in performing his operations
      - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
      - (d) that particular part of any property not on premises owned by or rented to the insured
        - (i) upon which operations are being performed by or on behalf of the *insured* at the time of the *property damage* ansing out of such operations or
        - (ii) Out of which any property damage anses or
        - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the *insured*
  - (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith
- The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the *insured* such as but not limited to Fire and Extended Coverage. Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance. Condition is amended accordingly.

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Named Insured and Address

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12.01 A  $\,\mathrm{M}\,$  standard time at the address of the *named insured* as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

## THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY, THE ACTUAL STANDARD PREMIUM WILL BE DEVELOPED AS FOLLOWS

GENERAL LIABILITY		<u>B I</u>	PD	COMBINED
	TEXAS	065	049	114
	NORTH CAROLINA	035	096	131

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF \$ 114 PER \$100 OF TEXAS WORKER'S COMP PAYROLL AND A RATE OF \$ 131 PER \$100 OF NORTH CAROLINA WORKER'S COMP PAYROLL

AUTO LIABILITY		<u>B I</u>	PD	COMBINED
	TEXAS	196 78	149 78	346 56
	NORTH CAROLINA	221 08	_ 184 39	405 47

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING THE FOLLOWING RATES PER LICENCED VEHICLE INCLUDING TRAILERS & SEMI TRAILERS

VEHICLES GARAGED IN TEXAS \$346 56

VEHICLES GARAGED IN NORTH CAROLINA \$405 47

#### - CONT -

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by



Named Insured and Address

This endorsement forms a part of Policy No ISSUED BY THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

#### AUTO PHYSCIAL DAMAGE

#### THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS

	FIRE/THEFT/CAC	COLLISION
TRACTORS	644	2 176
TRUCKS	952	3 312
ZONE RATE	990	3 600

#### PAGE 2

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

This endorsement forms a part of Policy No. 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M trinding time at the address of the named insused as

The endor ement include such in urance a conferred by the program of the plue relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS HABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE HABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS HABILITY INSURANCE

#### **SCHEDULE**

Coverage		Amo	unt and Ba	sis of Deductible
Bodily Injury Liability	\$	per claım	\$	per occurrence
Property Damage Liability	s 250	per claim	s	per occurrence

Application of Endorsement (Enter here in limitation is the application of this conduct ement. If no limitation is entered the deductible apply to all loss however caused) —

#### It agreed that

- 1 The computer oblight on under the Bodis Injury Limbilit and Iroperty Duninge Limbilit. Coloring to produing on behalf it the intermediate to the amount of damages in excess of any deductible amount that distributed is the chedule above a applicable to luch coloring.
- ? The dedict ble amount stated in the schedule apply as follow
  - (a) PER CLAIM BASIS—If the deductible is on a per claim by the deduct ble amount apple under the Bodik I jury Labilit of Irlert Daniage Liabilit Coverage respectively to all driving becaus of loddly i jury untiried by one per or critically property dailar e su tained by one person or organization as the result of any one car reace.
  - (b) PER OCCURRENCE BASIS—If the deductible is on a per occurre ce bas the deductible amount applie under the Bodily Injure Labit of Propert Danage Liabit Coverage respectively to ill damages because of all hodily injury or poperty damage as the result of a sole occurre ce
- 3 The term of the polic including the ewith respect to (a) the companing ght and dutie with respect to the defense of unit and (b) the is red s dutie in the event of an occurrence apply irrespective of the application of the deductible amount
- 4 The coip is part or all of the deductible amount to effect ettle ent of any clim or nuit and upon outlication of the ction then the name of the name of the company for uch part of the deductible amount and been pid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof—countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counter ig ied by

Inthori ed 1 gent

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

56 C 430034E

This endorsement forms a part of Polici No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 \ \M standard time at the address of the named insured as stated herein

This endor e nent modifie such in air nee as a siff rded by the provision of the policy relating to the fellowing

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### **SCHEDULE**

Coverage			Amoun	it and Basis of I	Deductible
Bodily Injury Liability	s		per clasm	\$	per occurrence
Property Damage Liability	s	250	per claim	\$	per occurrence

Application of Endorsement (Linter here in limitate in the application of the endirement of this limit in the entered the distrible applications however caused) —

#### It i agreed that

- 1 The company obligation under the Bodily Injur Liability and Proport Dunie Liability Coloring to the amount of damages in excess of any deductible mount thated in the chedule above a applicable to uch coloring
- ? The deductible amounts stated in the schedule apply as follow
  - (a) PER CLAIN BASIS—If the deductible is on a per claim by I roperty Divided Lability Coloring repectively to all damage because of roduly in a state of the deductible and the Bodil Interval Lability or Lability or because of roduly in a state of the deductible and the Bodil Interval Lability or because of roduly interval by one jet of or total properties data age sustained by one per on or organization as the result of an electric data.
  - (b) PER OCCURRENCE BASIS—If the deductible is on a per occ reace base the deduct ble amount apple an ider the Bodis Injur Liability or I report. Damage Liability Coverage respectively to all damage been entirely of any one occurrence.
- 3 The term of the policy including tho e with respect to (a) the companar ght and dutie is the poct to the defense if suit and (b) the insured sidute is the event of an occurrence apply irrespective of the application of the deductible amount
- 4 The comparation of the deductible amount to effect settlement of inclination of the discount of the company for sight of the deductible amount of the been part of the deductible amount of the been part of the deductible amount of the been part of the deductible amount of the been part of the company for sight of the deductible amount of the been part of the company for sight of the deductible amount of the deductible amount of the company for sight of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductible amount of the deductibl

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counter igned by

luthori ed ly it

## Amendment — Limits of Liability (Single Limit)



Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Effective hour is the

same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy re	elating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE	(Coverage Part CGL )
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE	— (Coverage Part CAL )
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE	— (Coverage Part MC )
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE	— (Coverage Part OLT )
CONTRACTUAL LIABILITY INSURANCE	(Coverage Part K)

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Lim	its of Liability
Bodily Injury Liability and Property Damage Liability	CGL-K	şl i	000 000 each occurrence
	CGL-K	<b>\$1</b>	000 000 aggregate — Division 1
	<del></del>	\$	000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability		\$	000 each occurrence

**Division 1** — Applicable to damages because of *bodily injury* and *property damage* as specified in paragraph (b) in the provision of this endorsement

Division 2 — Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company's liability is limited as follows

#### **Bodily Injury Liability and Property Damage Liability Coverage**

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

#### Comprehensive Automobile Liability Insurance **Coverage Part**



This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

*\$1 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having

	Coverages	Ad	vance Premii	ms	.		Limits of Liabili	ity
C — Bodily In	njury Liability	5 7 4	00 00		\$	*	000 each perso	n
					\$	*	000 each occur	rence
D — Property	Damage Liability	\$ 58	+2 00		\$	*	000 each occur	гепсе
		Descrip	tion of Haza	rds				
Owned Auton	aobiles Prem	ium Basıs — Per	Automobile					
YEAR MODEL TRADE NAME	BODY TYPE — TRUCK SIZE IDENTIF (TRUCK LOAD GALLONAGE SERI/	ICATION NO (I) TOWN LL NO (S) THE A	AND STATE IN WHILE STOMOBILE WILL BE	(a) F	URPOSI	E OF USE	Advance	Premiums
	BUS SEATING CAPACITY) MOTO		CIPALLY GARAGED		CLASSIF	CATION	Coverage C	Coverage I
AS PI	AS & NO CAROLINA O ER CONPOSITE RATE E SCHEDULE ON FILE W	NOT ATTACHE	D				INCL	INCL
RE-1	<b>ISURANCE</b>		ı				INCL	INCL
Hired Autom	obiles Pro	emium Basis—Tot	al Cost of Hi	ге			_	
TYPES HIRED	LOCATIONS WHERE AUTOMOBILES WILL	PURPOSES OF USE	ESTIMATED	RATES PER \$100	TOTAL	COST OF HIRE		
(b)	BE PRINCIPALLY USED	(a)	TOTAL COST OF HIRE	COVERAGE C	CC	VERAGE D	_	
Non Owned	EXCLUBED Automobiles Premus	m Basis—Total N	umber of Em	nlovees at a	11 1 0	cations	_	-
	Employees at all Location			p.o.cca at a	20		-}	
	EXCLUDED							
rm Numbers of I	Endorsements forming part of th	us Coverage Part at	ssuc				-	
A2036-3, A AL-8-18(CO	3718-0, A3795-0, A1 NPOSITE RATE ENDT )	458-0 A3406	-1 AL68-	CAL(CSL)			! !	
				TOT		DVANCE	· · · · · · · · · · · · · · · · · · ·	1

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

(a) P & B = Pleasure and Business C = Commercial

(b) PP = Private Passenger Automobile C = Commercial Automobile

Countersigned by



#### **Deductible Liability Insurance**

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A  $\,M$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BASIC AUTOMOBILE LIABILITY INSURANCE GARAGE INSURANCE

#### **SCHEDULE**

Coverage	Deductible Amount	Basis
Bodily Injury Liability	s	each claim
	s	each occurrence
Property Damage Liability	§ 250 00	each occurrence

#### It is agreed that

- 1 Under any coverage for which a deductible amount is designated above the company shall be liable up to the limit of liability stated in the declarations only for the amount of damages including damages for care and loss of services because of bodily injury or property damage otherwise payable thereunder in excess of such deductible amount
- 2 All the other terms of the policy shall apply as if the company were liable for such deductible amount
- 3 The deductible amounts stated in the schedule apply as follows
  - (a) PER CLAIM BASIS If the deductible is on a per claim basis the deductible amount applies under the Bodily Injury Liability Coverage to all damages including damages for care and loss of services because of bodily injury sustained by one person as the result of any one occurrence
  - (b) PER OCCURRENCE BASIS If the deductible is on a per occurrence basis the deductible applies
    - (i) under the Bodily Injury Liability Coverage to all damages including damages for care and loss of services because of all bodily injury or
    - (ii) under the Property Damage Liability Coverage to all damages because of all property damage as a result of any one occurrence
- 4 The company may pay so much of the deductible amount as may be required to effect settlement of any claim or suit and the named insured shall upon notification of such payment promptly reimburse the company for such payment
- Note In California Indiana Minnesota New Jersey New York Oregon South Carolina Virginia Washington and West Virginia paragaph 4 is amended to read as follows

The company shall pry all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which has been paid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

## Exclusion of Hazards Otherwise Insured



Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

12 01 A M  $\,$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### It is agreed that

- I The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word excluded
- II The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance
- III With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability the insurance shall prior to such date apply only to loss in excess of the applicable limit a stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule

#### **SCHEDULE** II Expiration Date of Other Insurance DESCRIPTION OF HAZARDS (a) Owned Automobiles The ownership maintenance use loading or III Primary Insurance Date - Limits of Liability 000 each person unloading of any owned automobile described herein including any trailer while being used therewith and any automobile while being used Cov C - S 000 each occurrence Cov D-000 each occurrence for the towing of any tailer described herein **(l)** dS w mbiwlibp ggd Expiration Date of Other Insurance (b) Hired Automobiles EXCLUDED The maintenance use loading or unloading of any hired automobile including any trailer while III Primary Insurance Date - Limits of Liability 000 each person being used therewith and any automobile while C -- \$ 000 each occurrence being used for the towing of any hired trailer Cov D - \$ 000 each occurrence II Expiration Date of Other Insurance (c) Non Owned Automobiles The maintenance use loading or unloading by any person (other than the named insured if the EXCLUDED III Primary Insurance Date - Limits of Liability S 000 each person named insured is an individual) of any non owned Cov C - \$ 000 each occurrence automobile including any trailer while being used therewith and any automobile while being used for the towing of any non owned trailer Cov D - \$ 000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

#### **Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part**

SP_

S



56 C 430034E This Coverage Part forms a part of Policy No

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy) This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

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Items charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability - each covered automobile **★**Covered S entered below means
As separately stated in th Schedule of
Covered Automobiles mad a part hereof Advance Coverages Automo-Amount or ACV (Actual Cash Value) Premiums Deductible biles CV O Comprehensive CA EMIT. AL-8-1A ATTACKED) CA Collision C۸ INCL Fire Lightning or CA Transportation CA **IXCL** CA ... R. Theft CA Windstorm Hail Earth CA quake or Explosion CA CA Combined Additional CA INCL Towing
(N t vallabl in California) CA \$25 for each disablement Form Numbers of Endorsements forming Maximum Limit of Liability Advance Premium part of this Coverage Part at issue for Endorsements Any one covered automobile ALS-IA, ALS-IB(COIPOS All covered automobiles at any one location TOTAL ADVANCE **PREMIUMS** All covered automobiles 6,100,00 EMPT.) Records to be submitted ( M = monthly S = semi annually = quarterly (b) Explanation of above entries designating the covered automobiles to which this insurance applies under each Coverage afforded ★ GA 1=all covered automobiles GA 5= the covered automobiles described in the When also entered with CA 1 2 3 or 4 CA 2=all registered covered automobiles Schedule of Covered Automobiles made 6 = excluding vehicles leased to the named a part hereof (including newly acquired vehicles subject to the provisions of CA 3 = all covered automobiles of the private insured passenger type excluding under Collision Coverage paragraph (b) of the covered automo-bile definition) CA 4=all covered automobiles of the com any vehicle not having an actual cash mercial type value of at least \$ Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item I above) Rates Advance Premiums Year Medel Trad Nam Identificatio No.(I) Serial No. (S) M for No. (M) AUTO (a) Bedy Type Capacity (Truck Load Gallonage, Bus Scatting) 1 er schedule on file with company (b) Me./Y -Now (N) Used (U) 1 2 (c) Limit of Liability-each covered automobile described in (a) above and covered for Co erages other than Collision E for Amt. ACV Deductible ACV Deductible Advance Premiums ATITO Rates Cov P Cov O Cov Q Cov R Cov S Cov T Cov V

Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named snsured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

ACV means Actual Cash Value

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Totals \$

1 2



Named Insured and Address

This endorsement forms a part of Policy No 56 C 430934E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the *named insured* as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### AUTOMOBILE PHYSICAL DAMAGE INS

#### FLEET AUTOMATIC PHYSICAL DAMAGE COVERAGE IS TO APPLY ONLY TO VEHICLES

- (A) 1973 & NEWER AND
- (B) \$20,000 COST NEW & HIGHER

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A P nted n U S A ISO

CONTRACTUAL LIABILITY INSURANCE (	BLANKET	COVERAGE	) — COVERAGE	PART
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PRODUCER'S COPY

U d App ved	iential port	Und N t	<del></del>
Q ality C ntrol	-		

56 C 430034E issued by THE HARTFORD INSURANCE GROUP This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### **SCHEDULE**

*\$1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

s INC			\$	*	000 each occur	тепсе
s INC	L		.			
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☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q)—x c & u

On effective date of Policy \$ The following exclusions also apply 1st Anniversary \$

2nd Anniversary \$

COVERAGE YB-CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company is not entitled to exercise the *insured* s rights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) (1) if the insu ed is an architect engineer or surveyor to bodily inju y or property damage arising out of professional services performed by such insured including
  - (1) the preparation or approval of imaps drawings opinions reports surveys change orders designs or specifications and
  - (11) supervisory inspection or engineering services
  - (2) if the indemnitee of the insured is an architect engineer or sur vevor to the liability of the indemnitee his agents or employees arising out of

The conditions and provisions printed on pages KB 2 and KB 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof counter ignature on the declaration page of aid policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

## SUP"LEMENTARY COVERAGE ENDORSE' ENT PERSONAL NJURY AND ADDITIONAL INSURL Employees)

#### WILSHIRE INSURANCE AGENCY

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Named Insured and Address

ELIXIR INDUSTRIES 17809 SOUTH BROADWAY GARDENA, CALIF 90248

Effective date

10/1/77

12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE

#### It is agreed that

- The Persons Insured provision is amended to include as an insured any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply
  - a to bodily injury or personal injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof
  - b to property damage to property owned occupied or used by rented to in the care custody or control of or over which physical control is being exerc sed for any purpose by (a) another employee of the named insured or (b) the named insured or if the named insured is a partnership or joint venture any partner or member thereof

#### It is further agreed that

- Such insurance as is afforded under Coverage A with respect to bodily injury is extended to apply to personal injury as defined herein subject to the following additional provisions
- 1 This insurance does not apply
  - a to liability for personal injury assumed by the insured under any contract or agreement
  - b to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
  - c to personal injury sustained by any person as the result of an offense directly or indirectly related to the employment of such person by the named insured
  - d to personal injury arising out of libel slander defamation disparagement or violation of an individual's right of privacy if the first publication or utterance of the same or similar material giving rise to the offense was made prior to the effective date of this insurance
  - e to personal injury arising out of any publication or utterance of defamatory or disparaging material concerning any person organization or business enterprise or his or its products or services made by or at the direction of any insured with knowledge of the falsity thereof
  - f to personal injury arising out of any publication or utterance of defamatory or disparaging material or material violating an individual singht of privacy made in the course or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured
  - 2 When used in reference to this insurance
    - n personal injury means
      - 1 injury sustained by any person or organization and arising out of a personal injury offense committed during the policy period within the policy territo y
    - b personal injury offense means
      - 1 false arrest detention or imprisonment or malicious prosecution

MP

- 2 libel slander defamation disparagement or violation of an individual s right of privacy or
- 3 wrongful entry or eviction or other invasion of the right of private occupancy
- 3 The Limits of Liability ection is amended in the following respect

The total liability of the company for all damages because of all personal injury to which this policy applies shall not exceed the limit of bodily injury I ability stated in the schedule as applicable to each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

The endorsement shall not be binding unless counter igned by a duly authorized agent of the company provided that if this endorsement takes effect a of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Counters; ned by

## Statement of Premium Adjustment for Liability and Property

B II Hartford Casualty Insurance Company
------------------------------------------

**Policy No** 

Code

ତ୍ର New York Underwriters Insurance Company ଓ 🏿 Twin City Fire Insurance Company

KUX	
	THE HARTFORD

Corrected

Period of Policy

Date April 13, 1979

Period of Audit or Report

<b>5</b>	<u>56 C 4300348</u>			10/1/77-10/	1/70			ame		
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cript	ion	State	Class n	Basis of Premium	Rate	Premium	Rate	Premium	ВІ	PD
	General Liab								261R 308E	311R 342 E
	Texas	Tx		1,040,765	031R 034E	324 354	023R 026E	239 271		
	Auto liab								4396R 3004E	3470E
	Texas	Tx		29	116 89R 79 89E	3,390 2,317	88 97R 60 SIE	2,580 1,763		
	Gen'l Liab. North Carolina	HC		341,366	017R 018E	_	046R 050E	157 171		
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	Correction due 1 Please disregard									
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PREMIUMS CALCULATED HEREON ARE SUBJECT TO REVISION AND APPROVAL BY THE HOME OFFICE

En- 00 0 P M 1194

# Statement of Premium Adjustment for Liability and Property

Ē	0	Hartford	Fire Insurance Company
ວ	[2]	Hartford	Fire Insurance Company Accident and Indemnity Company
s	3	Hartford	Casualty Insurance Company

56 C 430034L

**Policy No** 

Code

8 6 New York Underwriters Insurance Company ○ [7] Twin City Fire Insurance Company

10/1/77-10/1/78

Period of Policy



Date 14arch 30, 1979

Period of Audit or Report

Same

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Gardena, Califor	mie	90248	[		Insurance	e Wherea	220291	-	
scription	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium	Deposit P	,!
					- remidil		Freman	ВІ	PD
General Liab								281R 308E	311R 342F
Texas	Ty		1,040,765	0319 034E	324 354	023R 026E	239 271		
Auto Liab									3470R 2372E
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v	Retu	ırn Premiums			2,881		7,313	_	
	NET	PREMIUM A	DJUSTMENT		ADD	OTTIONAL	-	_	
					RET	URN	10,194		

## port of Exposure By Insured

( ) ( ) ( ) ( ) ( ) ( )	
	THE HARTFORD

§ [] Hartford Fire Insurance Company S [3] Hartford Accident and Indemnity Company S [3] Hartford Casualty Insurance Company

육 (중) New York Underwriters Insurance Company 으 [7] Twin City Fire Insurance Company

Supplemental **

September 8, 1978

de Policy No		Period of Policy	Period of Audit or Report				
5	56 C 430034 E	10/1/77-10/1/78	10/1/77-7/1/78				
Γ,	Elixir Industries	7		٦			

Gardena, California 90248

Wilshire Insurance Agency 220251

Date _

	<del>,</del>	<del>,</del>		<del></del>			
	State		Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
Auto Lab							
# of licensed vehicles WAS 1st quarter Garaged in Texas Garaged in No Carolina			35 × 28 ×	346 56 405 47	12,130 ′ 11,353	1/12 1/12	1,011 Cr 946 Cr
2nd Quarter Texas No Carolina			33 × 29 ×	346 56 405 47	11,436 11,759	1/12 1/12	953 Cr 980 Cr
3rd Quarter Texas No Carolina			24 ' 18	346 56 405 47	8,317 7,298	1/12 1/12	693 Cr 608 Cr
SHOULD BE 1st quarter Texas No Carolina			35 28 ×	346 56 405 47	12,130 11,353	1/4 1/4	3,033 ¹ 2,838
2nd Quarter Texas No Carolina			33 29	346 56 405 47	11,436 11,759	1/4	2,859 2,940
3rd Quarter Texas No Carolina			24 18	346 56 ' 405 47	8,317 7,298	1/4	- 2,079 1,825
DN 9/6-fb 9/8/78	<u> </u>	<u> </u>	Total Earne	ed Premiums			10,383

NOTICE — The submitting of this form does not waive the right of the Company to inspect the records of Insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

**Grand Total** 

10,383

## eport of Exposure By Insured

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	THE HARTEONS
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	THE HARTFORD

8 [] Hartford Fire Insurance Company
5 [] Hartford Accident and Indemnity Company
8 [] Hartford Casualty Insurance Company

ਚ 6 New York Underwriters Insurance Company ੲ [7] Twin City Fire Insurance Company

- W I will City I I	ire misurance company
v	

						Da	te Au	gust 7,	1978	
o ode	Policy No		Period of	Policy		Penod	of Audit or	Report		
5	56 C 430034 E			10/1/77-10/1/7	<u> </u>	<u> </u>	4/1/78	-7/1/78	· · · · · · · · · · · · · · · · · · ·	
	Elixir Industries			7 [						$\neg$
	Cardena, California	90248			Wilshire	Insuranc	e Agency	22025	1	
L	<u>-</u>			<u> </u>						
					1					

<u> </u>							
Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
General Liability			Gross Payroll				
Texas Workers Compensation Payroll	TX		300,805	065	196	049	<i>-</i> 4,7
north Caroline Workers Compensation Payroll	NC		85,075	035	30	096	82
Auto Liability Number of Licenced Vehicles Including Trailers & Semi- Trailers							
Vehicles Garaged in Telas			# 24	346 56	(8317)	1/12	lout-1- 693
Vehicles Garaged in North Carolina			# 18	405 47	(7298)	1/12	603
						A	UG 1 0 1978
DI E/4/78-fb 8/7/78	<del></del>		— Total Earne	d Premiums	226		1,530.
		·				Grand Total	1,756.

NOTICE — The submitting of this form does not waive the right of the Company to inspect the records of insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

**Policy No** 

## THE HARTFORD

## eport of exposure By Insured

† [] Hartford Fire Insurance Company
5 [5] Hartford Accident and Indemnity Company
8 [3] Hartford Casualty Insurance Company

ତ୍ୱ ର୍ଷ୍ତି New York Underwriters Insurance Company ଓ (႗) Twin City Fire Insurance Company

ပိ

Quarterly	•
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April 27, 1978

Period of Policy

 $\bot$   $\bot$ 

Period of Audit or Report

56 C 430034E

1/1/78-1/1/78

Klizir Industries

Gardena, Calif. 90248

Wilshire Insurance Agency 220251

_			<u> </u>				
Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
General Liability			Gross Payroll				
Texas Workers Compensati	1 _					5	
Payroll	Ix		233,178.	.065	152.	-049	114
Morth Carolina Workers Compensati Payroll	HC		<b>7</b> 6,532	-035	27.	<b>.096</b> ′	73
Auto liability Humber of Licensed			\	19/			
vehicles including trailers & semi-tr	• 1	TS .		150		150	: enthly 
Valuation Caraged in Terms		00	2 33 Number	346.56	(11,4%.)	1/12	953.
Vehicles Garaged in North Carolina			# 29 Number	405.47	(11,759.)	1/12	980.
6/8/7	F2	er Corre	apondence	Lu X	vicety ca	Keed 2	secáco
,	2	xactco	py not photoe our office cop	ony for	I dex peros	lecu	orxie
	8	o sent	our office cop	g of the	to ham -	1	14175
		<u></u>	Total Earne	d Premiums	179	h	E14178
<del></del>							

(VWE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

*NOTICE — The submitting of this form does not waive the right of the Company to inspect the records of insured as provided by the

DU 4/24/78 me/4/27/78

MAY 02 1978

Grand Lotal

ticy contract

5

**Policy No** 

## FEB 1 4 1978 THE HARTFORD

## Report of Exposure By Insured

ę	$\mathbf{m}$	Hartford	Fire Insurunce Company
ပိ	ট্রা	Hartford	Fire Insurunce Company Accident and Indemnity Company
			Casualty Insurance Company

ម៉ឺ (i) New York Underwriters Insurance Company ເວັ [7] Twin City Fire Insurance Company

		Date Feb 7, 1973
No	Period of Policy	Period of Audit or Report
56 C 430034E	10-1-77/78	10-1-77/1-1-78
dr Inqustries	コに	٦

Mixir Industries Cardena, Calif 90248

Wilshire Insurance Agency 220251

<u>L</u>							
Description	State	Class n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
GEATRAL LIABILITY			GROSS PAYROLL				
TEXAS							
Workers Compensation Payroll	TX		252,827	.065	164	049	124
NORTH CAROLINA							
Workers Compensation Payroll	11C		91,273	035	32	090	88
AUTO LIABILITY						-fonthly	
Yehicles Garaged in Tex	as		35 Units	346 56	(12,130)	1/12	1,011
Vehicles Garaged In North Carolina			28 Units NULBER	405 47	(11,353)	1/12	946
					<u> </u>		
			Total Earne	d Premiums	196		2,169
Bic 2-6-78 lr	2-7-	 7ა				Grand Total	

NOTICE - The submitting of this form does not waive the right of the Company to inspect the records of Insured as provided by the policy contract

(I/WE) hereby certify that the foregoing truly and correctly includes all information required under the terms of the policy(ies) specified above for premium computation purposes

## Retrospective Premium Endorsement — Short Form



Named Insured and Address

Elixir Industries

Gardena, California

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date October 1, 1977 as stated in the Declarations of the Policy

Effective hour is the same

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsemen forming a part of policy 56 C 429913

Nothing herein con a ned shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy or e than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effer that as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

This endorsement acknowledged and accepted by he Named Insured

(Signature of Authorized Officer)

(Titie)

(Date)

Form L 1718-5 Prn ed in USA

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurface (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attriched or (11) upset of such covered automobile

commercial type means

- (1) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) If not so designated such vehi le is newly acquired by the named insu ed during the policy period provided however that
  - (1) it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered automobiles and
  - (ii) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and lusiness means personal pleasure family and business use

#### V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured a Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the corered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s failure to protect shall not be recoverable under this insurance reasonable expenses incurred in afforcing such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) file with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under outh
- (d) cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment assume any obligation offer or pay any reward tor recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to my loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with payment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss—In such event the named insured and the company shall each select a competent appraiser and the appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire—An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire

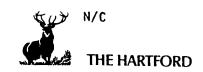
The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

A 3011 1 PHF 3

## Comprehensive General Liability Insurance Coverage Part



56 C 430034 This Coverage Part forms a part of Policy No.

issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective 10/1/78

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES ET AL

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### SCHEDULE

#### IN LIEU OF PREVIOUS SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

reference thereto				- 1,000	000 081	J				
Coverages	Advance Pr	emiums		Limits of Liab	ility					
A — Bodily Injury Liability	s	589		s *	3 000 each occurrence					
B — Property Damage Liability	\$	653		\$ * \$ *		000 each occurrence				
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the othe provisions of this policy	Code No	Premium Bases	Rates B I	PD	Advance Premiums B I P D					
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	100 Sq Ft of Area Linear Foot \$100 of Remun \$100 of Receipts	ļ					
(b) Escalators		(e) Landings		Landing	1					
(c) Independent Contractors		(f) Cost	<u> </u>	\$100 of Cost	1	1				
(d) Completed Operations	<del>                                     </del>	(g) Receipts	1:	\$1 000 of Receipt	s					
(e) Products		(h) Sales	1.07	\$1 000 of Sales	1					
AS PER COMPOSITE RATE ENDT ATTACHED (PER SCHEDULE ON FILE WITH COMPANY)					281 R					
Form Numbers of Endorsements forming part of the L81-B(COMPOSITE RATE ENDT.) L. 2017 Composition of the Policy Period is more than one year the Pre-	3112-2,	<u> 63012-2</u>	TO	TAL ADVANCE PREMIUMS		<b>s</b> 653				

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part 7/4/78 mg END #16

Countersigned by

## Comprehensive Automobile Liability Insurance **Coverage Part**



This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy) 10/1/77 (at the hour stated in the policy) and form

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

FLIXIR INDUSTRIES ETAL policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIEU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto #1,000,000 CSL

Coverages	Advance Premium	8	L	ımıts of Liabılı	y		
C Bodily Injury Liability	\$ 7400		s *	000 each person			
	7400		\$ *	000 each occurr	ence		
D — Property Damage Liability	\$ 5842.		\$ *	000 each occurr	ence		
	Description of Hazards	<u> </u>					
	Basis — Per Automobile	1	<del>_</del>	Advance P			
YEAR MODEL BODY TYPE TRUCK SIZE IDENTIFICATION ( TRADE NAME (TRUCK LOAD GALLONAGE SERIAL NO (S	TRADE NAME (TRUCK LOAD GALLONAGE SERIAL NO (S) THE AUTOMOBILE WILL BE						
BUS SEATING CAPACITY) MOTOR NO (N	() PRINCIPALLY GARAGED		LASSIFICATION	Coverage C	Coverage D		
(TEXAS & NO CAROLINA ON AS PER COMPOSITE RATE I (AND SCHEDULE ON FILE V	ENDT ATTACHED			4396R 3004E	3470R 2372E		
2 Hired Automobiles Premium	n Basis—Total Cost of Hire						
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR	TOTAL COST		TOTAL COST OF HIRE	i			
(b) BE PRINCIPALLY USED	() OF HIRE	COVERAGE C	COVERAGE D				
COMM TEXAS NO CAROLINA	IF ANY	INCL	INCL	INCL	INCL		
3 Non Owned Automobiles Premium Ba	sis-Total Number of Empl	oyees at a	ll Locations				
ONE TEXAS NO CAROLINA CO				INCL	INCL		
Form Numbers of Endorsements forming part of this Cov AL-68-0 (CAL) PCSL, A3795-0, ENDT.) A2036-3, A-3406-1	A3718-0, AL8-1B (	COMPO	SITE RATE				
END. #15 MG 7/4/78		тот	AL ADVANCE PREMIUMS	s 7400.00	s 5842 00		

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect is of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by

Authorized Agent

⁽a) P & B = Pleasure and Business C = Commercial

## Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policiperiod while the covered automobile is within the United States of America ts territories or possessions or Canada or is being transported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein as applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- (1) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of good or merchandise or for other business purposes or
- (ii) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehicle is newly required by the named insured during the policy period provided however that
  - it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered auto mobiles and
  - (11) the named insured notifies the company within 30 days following such delivery date

but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and

#### **V** CONDITIONS

None of the Conditions of the policy shall apply to this insurance except Premium Inspection and Audit Subrogation Changes Assignment Cancellation and Declarations This insurance shall also be subject to the following additional Conditions

#### 1 Named Insured s Duties in Event of Loss

In the event of loss the named insured shall

- (a) protect the covered automobile whether or not this insurance applies to the loss and any further loss or damage due to the named in sured s fullure to protect shall not be recoverable under this insurance reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) tile with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shill assist an making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make in payment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to my loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with proment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

#### 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

A 3011 1 PHF 3

## Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

#### III POLICY PERIOD TERRITORY PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the covered automobile is within the United States of America its territories or possessions or Canada or is being trans ported between ports thereof and if a covered automobile described in the schedule is maintained and used for the purposes stated therein is applicable thereto

#### IV ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

camper body means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters

collision means (1) collision of a covered automobile with another object or with a vehicle to which it is attached or (11) upset of such covered automobile

commercial type means

- (i) a land motor vehicle of the truck pick up express sedan or panel delivery type including truck type tractors trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes or
- (11) an altered private passenger type vehicle used for retail or whole sale delivery

covered automobile means a land motor vehicle trailer or semitrailer including its equipment and other equipment permanently attached thereto (but not including robes wearing apparel or personal effects) which is either

- (a) designated in the schedule by description or otherwise as a covered automobile to which this insurance applies and is
  - (1) owned by the named insured or
  - (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange or
- (b) if not so designated such vehicle is newly acquired by the named insured during the policy period provided however that
  - it replaces a described covered automobile or as of the date of its delivery this insurance applies to all covered auto mobiles and
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but covered automobile does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured unless specifically stated otherwise by endorse ment forming a part of the policy

loss means direct and accidental loss or damage

private passenger type means a 4 wheel land motor vehicle of the private passenger or station wagon type

as to purposes of use

commercial means use principally in the business occupation of the named insured as stated in the declarations including occasional use for personal pleasure family and other business purposes

pleasure and business means personal pleasure family and

#### V CONDITIONS

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- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police
- (c) life with the company within 91 days after loss his sworn proof of loss in such form and including such information as the company may reasonably require and upon the company's request shall exhibit the damaged property and submit to examination under oath
- (d) cooperate with the company and upon the company's request shall assist in making settlements in the conduct of suits and in enforcing the right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses

but the named insured shall not except at his own cost voluntarily make my payment issume any obligation offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance

#### 2 Payment for Loss

With respect to any loss covered by this insurance the company may pay for said loss in money or may

- (1) repair or replace the damaged or stolen property or
- (b) return at its expense any stolen property to the named insured with proment for any resultant damage thereto at any time before the loss is so paid or the property is so replaced or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value

but there shall be no abandonment to the company

## 3 Appraisal

If the named insured and the company fail to agree as to the amount of loss either may within 60 days after proof of loss is filed demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal

#### 4 Action Against Company

No action shall lie agrinst the company unless as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance

A 3011 1 PHF 3

## Comprehensive General Liability Insurance Coverage Part



56 C 429931

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

## IN LIEU OF PREVIOUS SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having

Coverages	Advance Pro	emiums		Llml	ts of Liabl	lity		
A — Bodily Injury Liability	25,	193		\$	*	000 each occ		
B — Property Damage Liability	\$ 12	ligg		\$	*	000 each occ	urrence	
	<b>1</b> 3,	477 _.		\$	*	000 aggregate	•	
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the other	Code No	Premium Bases	Rates			Advance Premiums		
provisions of this policy			ВІ	!	P D	BI	PD	
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per (c) Per	Linea \$100	q Ft of Area r Foot of Remun of Receipts			
(b) Escalators		(e) Landings	(e) Per					
(c) Independent Contractors		(f) Cost	(f) Per					
(d) Completed Operations (e) Products		(g) Receipts (h) Sales	1.07		0 of Receipts 00 of Sales			
ATTACHED (AND SCHEDULE IN FILE WITH COMPANY)						12,017 F	6,429 7,048	

If the Policy Period is more than one year the Premium is Payable

1st Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Countersigned by

2nd Anniversary \$

On effective date of Policy \$



## Comprehensive General Liability Insurance Coverage Part (Continued)

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol c
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol u

#### II PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below

- (a) If the named insured is designated in the declarations as an individual the person so designated but only with respect to the conduct of a business of which he is the sole propnetor and the spouse of the named insured with respect to the conduct of such a business.
- (b) If the named insured is designated in the declarations as a part nership or joint venture the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture the organization so designated and any executive officer director or stockholder thereof while acting within the scope of his duties as such
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured and
- (e) with respect to the operation for the purpose of locomotion upon a public highway of mobile equipment registered under any motor vehicle registration law
  - an employee of the named insured while operating any such equipment in the course of his employment and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation but only if there is no other valid and collectible insurance available either on a primary or excess basis to such person or organization

provided that no person or organization shall be an insured under this paragraph (e) with respect to

- (1) bodily injury to any fellow employee of such person injured in the course of his employment or
- (2) property damage to property owned by rented to in charge of or occupied by the named insured or the employer of any per son described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage ansing out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured

#### III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage the company's liability is limited as follows

Coverage A — The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as aggregate

Coverage B — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence

Subject to the above provision respecting each occurrence the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage lia bility stated in the schedule as aggregate

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liabil ity is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
- (2) all property damage ansing out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage ansing out of maintenance or repairs at premises owned by or rented to the named insured or structural after ations at such premises which do not involve changing the size of or moving buildings or other structures
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) (2) and (3) above and under subpara graphs (1) and (2) separately with respect to each project away from premises owned by or rented to the named insured

Coverages A and B — For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

#### IV POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory



56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A M standard time

at the address of the named insured as stated herein

ADD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

CASUALTY INSURANCE POLICY

## SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS

CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED 11 BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN HOTICE STATING WHEN THIS POLICY MAY THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CAMCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

75 41 _ 1



56 C 42993 IE

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

10-1-77 Effective date

12-01 A.M standard time

at the address of the named insured as stated herein.

ADD:

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

CASUALTY INSURANCE POLICY

## SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS.

CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREHIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

## Retrospective Picmium Endorsement — Short Form



Named Insured and Address

Elixir Industries

Gardena, California

This circlo ciment forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unlass ano her effective date is stated herein

Effective date Ortober 1, 1977 as stated in the Declarations of the Policy

Effective hour is the same

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement formir a part of policy 56 C 4299.31

Nothing hirrein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or ducta nitions of the terms. than as nerein stated

This engorsement shall not be binding unless counters gived by a duly authorized agent of the company provided that if this endorsement take as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations pag of said policy forms a part thereof countersignature on the declarations pag of said policy for each of the company shall constitute valid countersignature on the declarations pag of said policy for the company shall constitute valid countersignature on the declarations pag.

Countersigned by

Authoriz u

111 -11,

in endorsement acknowledged and accepted by the Named Insured

Signature of Authorized Officer)

Fo n L 1718-6 Printed in USA

#### TABLE I

Premium Subject to Plan D. Loss Lim ons. Loss Conversion Factors. Tax Multipliers. Excess Loss Premium Factors. Retrospective De eloi n. Factors.

- 1 The premium for the following policies combined is to be computed in accordance with it provisions of Retrospective Rating Plan D in all it where such plan is or becomes applicable on an interstate basis subject to the limitations specified herein

  List of Policies C 4294 31 C 430034
- 3 The premium for the general liability and automobile liability insurance afforded under the policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below shall not be subject to Plan D

Automobile Liability Polick	68	General Liability Policies (including incidental contracts)						
Bodille Invest Labelle.	75 thousand dollars each person	Baddy Investigation	75 thousand dollars each occurrence					
Bodily Injury Liability	75 thousand dollars each occurrence	Bodily Injury Liability	JUU thousand dollars aggregate produ					
Property Damage Liability	75 thousand dollars each occurrence		75 thousand dollars each occurrence					
		Property Damage	300 thousand dollars aggregate operat					
Contractual Liability (other	er than incidental contracts)	Liability	300 thousand dollars aggregate protecti					
Bodily Injury Liability 75 thousand dollars-each-occurrence			- 300 thousand dollars aggregate products					
Proporty Domono Liebility	75 thousand dollars each occurrence	Professional Liability	thousand dollars each claim					
Property Damage Liability	300 thousand dollars aggregate	T. TOTOSSIONAL ERBORITY	thousand dollars aggregate					

The incurred losses to be included in computing the premium for the insurance subject to Plan D shall not include that portion of the loss actually paid and the reserves for unpaid losses which is in excess of the limits of liability stated above, but that part or the incurred local consisting of premiums on bonds interest accruing after entry of judgment, allocated loss adjustment expenses and expenses incurred seeking recovery against a third party shall not be subject to such limits.

- Compensation Loss Limitation is \$  $^-$  5 Auto Physical Damage Loss Limitation is \$ m N/A
- 6 Combination Loss Limitation is \$ 75,000 applicable to the following combination of insurance automobile liability and general I
- 7 Loss Conversion Factor is GL-AC 1 110 AL-AO 1 080 All TEXAS Lines 1 110 Phy-D 1 135

8	TAX MULT	IPLIERS			EXCESS LOSS PREMIUM FACTORS							
State	Workmen s Compensati Employers		General Liability	Automobile Liabliity	Automobile Physical Damage	Workmen a Compensation and Employers Liability		Combinat	Auto Phy Dan			
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#### RETROSPECTIVE DEVELOPMENT FACTORS

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#### TABLE II - PERCENTAGES TO DETERMINE BASIC MINIMUM AND MAXIMUM PREMIUMS

The basic premium, the minimum premium, and the maximum premium for insurance subject to Plan D are percentage.

the stain insurance. Such percentages are computed initially upon an estimate of the standard premium, and finally upon the entree to it it is such insurance. If the standard premium, lies between any two of the figures on the Standard Premium, the the percentage obtained by linear interpolation to the nearest one tenth of 1.6.

Standard Premium \$ 133,563 or less \$267,127

nctual Liability (oth	er than	Incidental cont	racts)	Property Damage Liability	<del></del>	thousand dollars aggregate operation thousand dollars aggregate protective
d v Injuty Lahility	75	thousand d	each occurrence	]		thousand dollars agg egate p oducts
d ( amage Lightlitu	75	thousand dol	lars each occurrence	Professional Liability		thousand dollars each claim
ণ ি nnage Liability	300	- thousand dol	lars aggregate	The construction of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of t		thousand dollars aggregate

he incurred losses to be included in computing the premium for the insurance object to Pan D shall not include the portion of the losses includily paid and the eleves for unpaid losses which is in excess of the limits of liability stated above but that part of the incurred losses consisting of premiums on bonds interest accruing after entry of judgment allocated loss adjustment expenses and expenses incurred in seeking recovery against a third party shall not be subject to such limits.

- 5 Auto Physical Damage Loss Limitation is \$ N/A Compensation Loss Limitation is \$  $\frac{5}{75}$ , QQQ applicable to the following combination of insurance automobile liability and general liability

Loss Conversion Factor is Phy-D 1 135 GL-A0 1 110 AL-AO 1 080 All TEXAS Lines 1 110

8	TAX MULTIPLIERS			,	EXCESS LOSS PREMIUM FACTORS						
State	Workmen s Compensation and Employers Liability	Gëneral Liability	Automobile Liability	Automobile Physical Damage	Workmen \$ Compensation and Employers Liability		Combination		Automobile Physical Damage		
	USL & HW   Other	1	<u> </u>		USL & HW   Other		GL IAL				
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RETROSPECTIVE DEVELOPMENT FACTORS

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State	USL &	HW		Other			General				Automo	DIM LIND	uty	
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#### TABLE II - PERCENTAGES TO DETERMINE BASIC MINIMUM AND MAXIMUM PREMIUMS

to premium the minimum premium and the maximum premium for insurance subject to Plan D are percentages of the standard premium for insurance subject to Plan D are percentages of the standard premium for insurance Such percentages are computed initially upon an estimate of the standard premium and finally upon the earned standard premium for it is to be standard premium lies between any two of the figures on the Standard Premium line the percentages applicable shall be 1 by linear interpolation to the nearest one tenth of 17

ia d Premii	um \$ 133,563 or less	\$267,127 145 0	\$ 400,690 or more
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P emium_			
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	t chill be hold to you	Counterplaned by	& L'Ana

i shall be held to vary the terms condition of the policy

stall not be binding unless ovindily aithorized agent of the Countersigned by

Authorized Age

This Endorsement Acknowledged and Accepted by the Named Insured

12-16

(Date

## AMENDMENT OF DECLARATION

			Named In:	sured and Address
issued by TH nated therein	nent forms a part of Policy No E HARTFORD INSURANCI and takes effect as of the ef r effective date is stated herein	fective date of said policy	ELIXIR INDUSTRIES	
	Effective date	10-1 <i>-</i> 77	12 01 A M standar as stated herein	d time at the address of the named insured
ltı agreed t	hat the policy is amended wit	th respect to such of the fo	llowing particulars as are indica	ited by specific entry in connection therewith
1 Item 1 N			NO ANY AND ALL SUBSI	DIARY COMPANIES AND CIST OR BE CONSTITUTED.
2 Item 1 <i>E</i>	Address of Named Insured to r	read		
3 Item 1 I	Legal status of Named Insured	l to read 🔲 Individual	☐ Corporation ☐ Partnership	
4 ltem 2 l	Policy Period to read From		to	ENDT #1
othing here		varv waive alter or exten	d any of the terms condition	agreement or declaration of the policy other
effect as of t	he effe tive date of the policy	and at issue of said policy	authorized agent of the comp forms a part thereof counter in itersignature of this endor emen	gnature (a) the declaration page of said policy
	THE HARTFORD		- Countersigned by	Authorszed Agent

Form L-2520 2 Pritd USA



This endorsement forms a part of Poli y No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

Effective date 10-1-77 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMP AUT LIAB INS

IT IS UNDERSTOOD AND AGREED THAT FORM A2458-0 EFF 10-1-77, IS HEREBY DELETED FROM THE POLICY

ENDT #2

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as berein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall onstitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A Printed n USA ISO

## Comprehensive Automobile Liability Insurance Coverage Part



56 C 430034E

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unles otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

10-1-77 This Coverage Part is effective ELIXIR INDUSTRIES policy issued to

(at the hour stated in the policy) and form a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIEU OF PREVIOUS

**SCHEDULE** 

\$1,000,000 #C \$ L

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges

C — Bodily Inju $\mathbf{D}$ — Property D		1	Adva	nce Premiu	ms		Limits of Liabil	ity
D — Property D	ry Liability	\$	7,400	20		\$ #	000 each perso	n
D — Property D	<del>-</del>		,,-,,,			\$ *	000 each occur	
	amage Liability	- 5	5.842.	80		\$ #	000 each occur	rence
				on of Hazar	ds	<u> </u>	<del></del>	<del></del>
Owned Automol	oiles Premiu		— Per At			<del></del>	<del></del>	
YEAR MODEL E	ODY TYPE - TRUCK SIZE IDENTIFICA	TION NO	(I) TOWN AN	D STATE IN WHIC	H (a) P	URPOSE OF USE	Advance	Premiums
TRADE HAME (	TRUCK LOAD GALLONAGE, SERIAL BUS SEATING CAPACITY) MOTOR	NO (S) NO (M)	THE AUTO	MOBILE WILL BE ALLY GARAGED	— <del>``</del>	LASSIFICATION	Coverage C	Coverage D
AS PE (AND	S & NO CAROLINA O R COMPOSITE RATE E SEMEDULE ON FILE Y SURANCE	IDT A	TTACHEI HPANY)	•			INCL	INCL
Hired Automob	ules Pren	num Bas	sıs—Tota	Cost of Hi	re		_	
TYPES HIRED LO	CATIONS WHERE AUTOMOBILES WILL BE PRINCIPALLY USED	PURPOSES		ESTIMATED TOTAL COST	RATES PER \$100	TOTAL COST OF HIRI	_	-
(b)		()		OF HIRE	COVERAGE C	COVERAGE D	_	
COM	TEXAS NO CAROL	INA		IF AMY	INCL	INCL	INCL	INCL
Non Owned Au	tomobiles Premium	Basis-	Total Nu	nber of Em	plovees at a	Il Locations	-	
IN	mployees at all Locations					<del></del>	7	
tai Number of E	TEXAS							
rai Number of E	NO CAROLINA	CODE					INCL	INCL
	lorsements forming part of this						<u>-</u> l	1

PREMIUMS IS 7, 400, 00 IS 5, 842, 00

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

EMDT #3

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

P & B = Pleasure and Business C = Commercial

Countersigned by

Authorized Agent

## **Protection Against Uninsured Motorists Insurance Coverage Part**



56 C 430034E

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective INDUSTRIES

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

**ADD** 

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverage	Advance Pres	nium		Limits of Liability
U — Uninsured Motorists	s INCL	\$	15	000 each person
	Į.	1 \$	30	000 each accident

#### Designated Insured

#### A3506 0

Description of Insured Highway Vehicles (Check appropriate box)

NO CAROLINA INCL

- Any automobile owned by the named insured
- Any private passenger automobile owned by the named insured
- Any highway vehicle to which are attached dealer's license plates issued to the named insured
- Any highway vehicle designated in the schedule of the policy by the letters UM and a highway teh cle ownership of which is acquired during the policy period by the named ins ed as a replacement the efor
- Any mobile equipment o vined or leased by and registered in the name of the named ins red

I COVERAGE U -- UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the *insured* or such representative and the company or if they fal to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

This insurance does not apply

(1) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor

(b) to bodily injury to an insured while occupying a highway tehicle (other than an nsured highway vehicle) owned by the named insured any designated insured or any relative resident in the same household a the nan ed or designated insured or through being struck by such a vehicle but this exclusion does not apply to the amed ins ed or his relatives while occupying or if struck by a highway tehicle owned by a designated insured or his relatives

ENDT #4

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying a la self insurer under any workmen's compen sation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the named insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any per on with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sust fined by an insured under (1) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The conditions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part take effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

## Protection Against Uninsured Motorists Insurance Coverage Part



56 C 430034E

This Coverage Part forms a part of Policy No Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

(at the hour stated in the policy) and forms a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

ann

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	SINCL	\$ 000 each person
		\$ 20 000 each accident
Designated Insured		
		A3506-0
Description of Insured Highway Vehicles (Check appropriate box)		
Any automobile owned by the named insured	TEXAS @ IN	CL COMPANY

- Any private passenger automobile owned by the named insured
- Any highway vehicle to which are attached dealer's license plates issued to the named insured
- Any highway vehicle designated in the schedule of the policy by the letters UM and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
- Any mobile equipment owned or leased by and registered in the name of the named insu ed

#### ENDT #5

## I COVERAGE U — UNINSURED MOTORISTS (Damages for Boddy Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownership maintenance or use of such uninsured highway vehicle provided for the purposes of this coverage determination as to whether the insured or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement between the insured or such representative and the company or if they fail to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as between the insured and the company of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

#### Exclusions

This insurance does not apply

(1) to bodily injury to an insured with respect to which such insured his legal representative or any person entitled to payment under this insurance shall without written consent of the company make any settlement with any person or organization who may be legally liable therefor

- (b) to bodily inju y to an insu ed while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured any designated ins ed or any relative resident in the same household as the named or designated insured or through being struck by such a vehicle but this exclusion does not apply to the named ins ed or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) the numed insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured highway vehicle and
- (c) any person with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above

The insurance applies separately with respect to each insured except with respect to the limits of the company's liability

The conditions and provisions printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part take effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Û d App ved	nf dent 1 Report	UdNt	
Q al ty Control			

This Coverage Part forms a part of Policy No. 56 C 430034E

15 used by THE HARTFORD INSURANCE GROUL Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

10-1-77

(at the hour stated in the policy) and forms a part of the above de ignated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premiun and subject to all of the provision of the policy not express modified herein agrees with the named insured as follows

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

1,000,000 #C.S.L

Coverages	Adı	vance Premiums	1		Limits of Liabi	litv
YB — Contractual Bodily Injury Liability	s INC	EL		\$ #	000 each occu	rrence
ZB — Contractual Property Damage Liability	s INC	L	·	s *	000 each occu	
	Code			Rates	T	Premiums
Designation of Contracts	No	Premium Bases	BI	P D	ВІ	P D
		() C ( (b) S l	1	100 fC t		
ALL WRITTEN CONTRACTS	40003	IF ANY	INCL	INCL	INCL	INCL
Form Numbers of Endorsements forming part of	this Coverage	e Part at issue	TOTA	L ADVANCE PREMIUMS	s INCL	< INCL

☐ Exclusion (q)—x c & u

If the Policy Period is more than one year the Premium is Payable

The following exclusions also apply

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

☐ Exclus on (p) — Products and Completed Operat ons ☐

COVERAGE YB—CONTRACTUAL BODILY INJURY

LIABILITY

COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company vill pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- anv arbitration proceeding vierein the company not entitled to exercise the insired's right in the choice of arbitrators and in the conduct of such proceeding or
- (?) any suit after the applicable limit of the compan limbilit had been exhausted by payment of judgments or ettlement

### Exclusions

FUNT #

The insurance does not apply

- (a) to liability a sumed by the insured under any incidental contract
- (b) (1) If the insured 1 an architect engineer or 11 ever 1 bodil injury or property da nage urising out of profe ional cryice performed by such insured including
  - (i) the preparation (r approval of map dr vings opinions reports surve change orders de ign or pecification and
  - (ii) supervisory inspection or engineering service
  - (2) If the indemnitee of the *insured* is an architect lengtheer or surveyor to the highlity of the indemnitee his age it or employees arising out of

The conditions and provisions printed on pages KB? and KB3 of the form are hereby referred to and made a part hereof

The Coverage Part hall not be binding unless countersigned by a duly authorized agent of the company provided that if the Coverage I art take effect a of the effective date of the policy and at issue of said policy form a part thereof counter ignature in the declaration page for ideal policy by a duly authorized agent of the company shall constitute valid counter ignature of this Coverage I art

Countersigned by

#### ADDITIONAL LOCATIONS OR CLASSIFICATIONS

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date stated herein

ELIXIR INDUSTRIES

Effective date

10-1-77

12 01 A  $\,M_{\odot}$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

It is agreed that the Schedule is amended by the addition of the locations and classifications de cribed in the schedule below

Rating Classifications  Et h pt p f llyp d d l wh th	Code	Premium	Ra	tes	Ann Premi	ums	Addl o Premi	ums
Eth pt pfillspddiwh the plyd tmdfy y fth the fth pis	No	Bases	BI	P D	ВІ	P D	B I 1	P D
(a) Premises — Operations — Escalators		() A (Sq Ft) (b) F tg () R m t (d) N mb I d	() P 100 So (b) P L () P \$100 (d) P L du	Fr fA Foot fR m				
ADD				   !				
INCIDENTAL MALPRACTIC COV. NURSE	80998	IF ANY	INCL	INCL.	INCL	INCL.	INCL	INCL
-								
				i 				
		1		ditional of Effective			s INC	<u></u>

If the Policy Period is more than one year and the Premium is payable in installments, the Anniversary premiums stated in the Declarations of the policy are amended to read as follows.

1st Anniversary \$

2nd \nniversary \$

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the compan

ENDT #7





## 56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES

10-1-77

12 01 A M standard time

Effective date 12 01 A at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE GENERAL LIAG INS

## INCIDENTAL MALPRACTICE LIABILITY

### IT IS AGREED THAT

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY
  ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL
  SERVICES BY ANY PHYSICIAN DENTIST OR NURSE WHILE EMPLOYED BY
  THE NAMED INSURED TO PROVIDE SUCH SERVICES
- 2 EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES

ENDT #R

GS 125

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as nerein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersianea by

Autnorizea Aaen



### Pre n Installment

WILTHIRE INSURANCE AGENCY

This endorsement forms a part of Policy No 56 c 130034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said Policy unless another effective date is stated herein

Named Insured and Address

ELIXIR INDUSTRIES
17809 SOUTH BROADWAY
GARDENA, CALIF 90248

Effective date

10/1/77

12 01 A M standard time at the address of the named insured as stated herein

It is hereby understood and agreed that the

(Insert original or additional or return )

Premium of \$

20,584 00

WILL BE PAYABLE IN

TEN (10)

installments as outlined in Schedule of Payments

				E OF PAYMENTS		
NO	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1	10/1/77	189.	1,992.	916.	, n	3,097
2	11/1/77	117	1,250	576.	=	2,943.
3	12/1/77	117	1,250.	576.	- 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1	1,943.
4	1/1/78	117	1,250	<del>576.</del>	= 2°	1,943.
5	2/1/78	117	1,250	<b>5</b> 76	- 9	1,943.
6	3/1/78	117	1,250	<b>5</b> 76	* ° ~	1,943.
	4/1/78	117	1,250	576	1 - 1-	1,943
8	5/1/78	117	1,250	576	す が3/ え ~	1,943.
9	6/1/78	117	1,250	<del>576</del>		1,943.
10	7/1/78	117	1,250	<del></del>	#1762 B 5/7:	77 2,943.
11	<u> </u>					
12						
тот	ALS	1,242 00	13,242 00			20,584.00

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

ENT #10
MP 1-23-78

Countersigned by

Authorized Agent



#### WILSHIRE INSURANCE AGENCY

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES
17809 SOUTH BROADWAY
GARDENA, CALIF 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

SUPPLEMENTARY COVERAGE ENDORSEMENT
PERSONAL INJURY AND ADDITIONAL INSURED (EMPLOYEES)
DELETION OF EXCLUSION (C) ENDORSEMENT

INSURED'S PARTICIPATION (

0

IT IS AGREED THAT EXCLUSION (C) IS DELETED FOR THE ADDITIONAL PREMIUM CHARGED IF A PARTICIPATION PERCENTAGE IS STATED IN THIS ENDORSEMENT FOR THE INSURED, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE DIFFERENCE BETWEEN SUCH PERCENTAGE AND ONE HUNDRED PERCENT AND THE BALANCE OF THE LOSS SHALL BE BORNE BY THE INSURED, PROVIDED, THE COMPANY MAY PAY THE INSURED'S PORTION OF A LOSS TO EFFECT SETTLEMENT OF THE LOSS, AND UPON NOTIFICATION OF THE ACTION TAKEN, THE NAMED INSURED SHALL PROMPTLY REIMBURSE THE COMPANY THEREFOR

ENDT #11 MP 1-23-78

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page o said policy by a duly authorized agent of the company shall constitute valid countersionature of this endorsement

Countersigned by

Authorized Agent



ELIXIR INDUSTRIES

56 C 430034E

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

10-1 77

12 01 A M standard time

at the address of the named insured as stated herein

Effective date

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### CASUALTY INSURANCE POLICY

### SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II CANCELLATION IS AMENDED TO READ AS FOLLOWS

11 CANCELLATION THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE THIS POLICY MAY BE CANCELLED BY THE COMMANY BY HAILING TO THE WAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN HOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYREHT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF 'SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CASCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

IF THE NAMED INSURED CANCELS EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO RATA PREHIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS FFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES



This endorsement forms a part of Policy No 56 C 430034E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S BROADWAY GARDENA, CA 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

ADD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### CASUALTY INSURANCE POLICY

#### SPECIAL CANCELLATION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT CONDITION II, CANCELLATION, IS AMENDED TO READ AS FOLLOWS

CANCELLATION - THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED 11 BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY. WRITTEN NOTICE STATING WHEN NOT LESS THAN SIXTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE UNLESS CANCELLATION IS MADE BY THE COMPANY FOR NON-PAYMENT OF PREMIUM IN WHICH CASE "TEN DAYS NOTICE" WILL APPLY IN LIEU OF "SIXTY DAYS NOTICE " THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE LETTER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING

IF THE NAMED INSURED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO-RATA PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A



This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S BROADWAY GARDENA, CALIF 90248

Effective date 10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

### COMPOSITE RATE ENDORSEMENT AMENDED RATES

THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY THE ACTUAL STANDARD PREMIUM WILL BE DEVELOPED AS FOLLOWS

## GENERAL LIABILITY

TEXAS	<u>B I</u>	<u>P D</u>	COMBINED
	031R	023R	054R
	034F	026E	060E
NORTH CAROLINA	017R	046 <b>R</b>	063R
	018E	050E	068E
AUTO LIABILITY	<u>B I</u>	P D	COMBINED
TEXAS	116 89 <b>r</b>	88 97R	205 86R
	79 89E	60 81E	140 70E
NORTH CAROLINA	131 32R	109 53R	240 85R
	89 76E	74 86E	164 62E

mg 7/4/78

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

END #13

Countersigned by

Authorized Agent

## WILSHIRE INSURANCE AGENCY



## THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S BROADWAY GARDENA, CALIF. 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT AMENDED RATES

## AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS.

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021E	2 106R 070E
TRUCKS	9 <b>22</b> R 030E	3 206r 106e
ZONE RATES	958 <b>r</b> 03 <b>2</b> E	3.48 <b>5</b> R 115E

mg 7/4/78

END #14

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

# WILSHIRE INSURANCE AGENCY



## THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 430034 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES ET AL 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date 10/1/77

12 01 A M standard time

at the address of the *named insured* as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT AMENDED RATES

## AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS.

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021F	2 106R 070F
TRUCKS	9 <b>22</b> R 030F	3 206r .106e
ZONE RATES	958 <b>r</b> •03 <b>2</b> E	- 3 48 <b>5</b> R 115E

mg 7/4/78

END #14

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

## Comprehensive Automobile Liability Insurance **Coverage Part**

WILSHIRE INSURANCE AGENCY

NC

PRODUCER'S COPY

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No 56 C 430034 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

THE HARTFORD

10/1/77 This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

FLIXIR INDUSTRIES ETAL policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

## IN LIFU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having

Coverages	Adv	ance Premiur	ns	<b>*1,000</b>	Limits of Liabili	ity
C — Bodily Injury Liability	\$			\$ #	000 each perso	n
	_	400.		s <del>4</del>	000 each occur	тепсе
D — Property Damage Liability	<u>                                     </u>	842.		s #	000 each occur	rence
	Descrip	tion of Hazard	18			
	Basis Per A					
YEAR MODEL BODY TYPE — TRUCK SIZE IDENTIFICATION TRADE NAME (TRUCK LOAD GALLONAGE SERIAL NO (3 BUS SEATING CAPACITY) MOTOR NO (6	NO (I) TOWN S) THE AU	AND STATE IN WHICH TOMOBILE WILL BE	(a) P	URPOSE OF USE		Premiums
BUS SEATING CAPACITY) MOTOR NO (F	M) PRINC	SPALLY GARAGED		CLASSIFICATION	Coverage C	Coverage D
(TEXAS & NO. CAROLINA ON AS PER COMPOSITE RATE I (AND SCHEDULE ON FILE I	ENDT. AT				4396R 3004F	3470R
					_	
Hired Automobiles Premiur	m Basis—Tot	al Cost of Hir				-
<del></del>	IRPOSES OF USE	ESTIMATED TOTAL COST	RATES PER \$100	TOTAL COST OF HI	ae_	
		ESTIMATED		TOTAL COST OF HI	RE_	-
<del></del>	IRPOSES OF USE	ESTIMATED TOTAL COST	RATES PER \$100		INCL	INCL
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR BE PRINCIPALLY USED  COMM. TEXAS NO. CAROLINA  Non Owned Automobiles Premium Ba	IRPOSES OF USE	ESTIMATED TOTAL COST OF HIRE	COVERAGE C	INCL	_	INCL
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR BE PRINCIPALLY USED  COMM. TEXAS NO. CAROLINA  Non Owned Automobiles Premium Batal Number of Employees at all Locations	IRPOSES OF USE	ESTIMATED TOTAL COST OF HIRE  IP ANY	COVERAGE C	INCL	_	INCL
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PURE BE PRINCIPALLY USED  TEXAS NO. CAROLINA  Non Owned Automobiles Premium Batal Number of Employees at all Locations ONE TEXAS	IRPOSES OF USE (a)  asis—Total No	ESTIMATED TOTAL COST OF HIRE  IF ANY  umber of Emp	COVERAGE C	INCL	INCL	
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR BE PRINCIPALLY USED  COMM. TEXAS NO. CAROLINA  Non Owned Automobiles Premium Batal Number of Employees at all Locations	IRPOSES OF USE (a)  asis—Total No	ESTIMATED TOTAL COST OF HIRE  IF ANY  umber of Emp	COVERAGE C	INCL	_	INCL
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR BE PRINCIPALLY USED  COMM. TEXAS NO. CAROLINA  Non Owned Automobiles Premium Batal Number of Employees at all Locations ONE TEXAS NO. CAROLINA COM	ARPOSES OF USE  ASSIS—Total No.  ASSIS—6601-	ESTIMATED TOTAL COST OF HIRE  IP ANY  umber of Emp	COVERAGE C	INCL	INCL	
TYPES HIRED LOCATIONS WHERE AUTOMOBILES WILL PUR BE PRINCIPALLY USED  COMM. TEXAS NO. CAROLINA  Non Owned Automobiles Premium Batal Number of Employees at all Locations ONE TEXAS	ARPOSES OF USE  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS—Total No  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  ASSIS  AS	IF ANY  umber of Emp	COVERAGE C  INCL  plovees at a	INCL III Locations	INCL	

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

Ih s Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if the Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declaration is page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

JUL 1 0 1978

Autho zed Age 1

## Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



56 C 429931 This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein (For use only if this Coverage Part is effective after the effective date of the Policy) This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows IN LIEU OF PREVIOUS SCHEDULE

1 (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by specific premium charge of more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

		★Covered			Limi	t of Liabilit	utomobile		Advance		
Coverages		Automo biles	Amount o ACV (Actual Cash Value)			Deductible	S ente ed below means As separately stated in the Schedule Co e ed Automobiles made a pa t hereof		:  _	Premiums	
<b>o</b>	Comprehensive	CA (	SEE	ENDT	. A	b-lB AT	TACHED)		<u>\$</u>		
P	Collision	CA CA				\$ \$			\$		
Q —	Fire Lightning or Transportation	CA CA							<u> </u>		
R	Theft	CA CA							\$		
s	Windstorm Hail Earth quake or Explosion	CA CA							\$	-	
Т	Combined Additional	CA CA							5		
v	Towing (Not available in California)	CA CA							-		
Numbers of Endorsements forming factors this Coverage Part at issue		Maximum Child of Liability Advance Premium							Ţ		
		<b> \$</b>	Any one covered automobile for Endorsement						_ \$		
		\$	All covered automobiles at any one location All covered automobiles					TOTAL ADVANCE PREMIUMS		<b>2</b> 9,030 961	
		Records to	Records to be submitted ( $M = monthly = 0$ = quarterly $S = semi-annually)$								

Records to be submitted ( M = monthly Q = quarterly

Explanation of above entries designating the covered automobiles to which this insurance applies under each Coverage afforded

★ CA 1=all covered automobiles
CA 2=all registered covered automobiles

CA 3 = all covered automobiles of the private

passenger type CA 4=all covered automobiles of the com CA 5= the covered automobiles described in the Schedule of Covered Automobiles made a part hereof (including newly acquired vehicles subject to the provisions of

When also entered with CA 1 2 3 or 4 6 = excluding vehicles leased to the named insured

= excluding under Collision Coverage any vehicle not having an actual cash value of at least \$

paragraph (b) of the covered automo mercial type Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item 1 above) Rates Advance Premiums Year Model Body Type Capacity
T d Nam (Truck Load Gallonag Bus Scating) Id tificat N (I) Senal N (S) M t N (M) Principally gar ged in (T wa Stat ) 1 AS PER SCHEDULE ON FILE WITH COMPANY Any loss and Co er ges other than T wing is pay by int est in present the normed insured and the Loss P yee named bel w Parchased
Ma./Y —N w (N) U ed (U) Rating Symbol (b) No. 1 2 (c) Limit of Liability-each covered automobile Advance Premiums described in (a) above and covered for AUTO other than C llision Rates ACV 1 Cov Cov O Cov P Cov Q Cov R Cov S Cov T Deductable Deductibl 1 2

3 Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

ACV means Actual Cash Value

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute yald countersignature of this Coverage Part

END #16

Totals \$

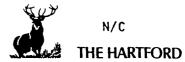
 $P \leftarrow B - Pl$ nd B ne s C = C mmer al

Countersigned by PHF 1

\$

Authorized Agent

## **Automobile Physical Damage** Insurance (Fleet Automatic) Coverage Part



,	-00 · m··	
This Coverage Part forms a part of Policy N	_{1o} 56 c 430034	issued by THE HARTFORD INSURANCE

GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

This Coverage Part is effective

(For use only if this Coverage Part is effective after the effective date of the Policy) 10/1/78 (at the hour stated in the policy) and form

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES ET AL policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein

The insurance afforded is on charges and under each such more of the designating num against each such coverage si	h coverage ap erals for that	t to such of plies only to purpose app	such <i>cov</i> earing in o ubject to a	ring coverse ered autor division (build the teri	<i>mobiles</i> as ) of this Ite ms of this	indicated are indica em The l	by specific ted by ent imit of the having refe	ry herein company	of one
Coverages	★Covered _ Automo biles	Amount o A	CV   _	luctible	each covere S e As separately overed Autor	nte ed below / stated in	mean the Schedul	e of Pre	lvance mium
O Comprehensive	CA (SEE	ENDT.	AL-8-1	B ATTA	CHED			\$	
P Collision	CA CA		s s	1000				\$	
Q Fire Lightning or Transportation	CA CA							\$	
R Theft	CA CA	_						\$	
S Windstorm Hail Earth quake or Explosion					S				
T Combined Additional	CA CA							\$	
V Towing (N t ava labl n Cal forma)									
n Numbers of Endorsements forming of this Coverage Part at issue	g	Maximun	aximum Limit of Liability Advance Premium						
1A, AL8-1B (COMPO	STTE:	Any on	ie covered ai	itomobile		for I	Endorseme		
TE ENDT )	\$	All cove	ered automo	biles at any	one location	1 <b>⊤от</b> .	AL ADVAN		905R
,	\$	All cove e submitted (	red automo			!	PREMIU semi annuall		-95E
<ul> <li>Explanation of above entries de</li> <li>CA 1=all covered automobiles</li> <li>CA 2=all registered covered automobiles of</li> </ul>	tomobiles	CA 5= the con Schedi	vered automi		bed in the	When 6 = ex	also entered cluding vehi sured	l with CA 1 cles leased t	o the t
passenger type CA 4=all covered automobiles of mercial type	of the com	paragr		to the pro		ar	cluding und by vehicle no alue of at lea	ot having an	n Cov actua
Schedule of Covered Automobi a) Description (b) Facts Respe	les as of effective	ve date of this	insurance	r (if not otat	ad in Itam 1	abouto) Do	too Advan	oo Dromius	me
UTO ( ) Y ar Model Body T	ype Cap city	ld t 5	t N (b)	N i Cyl		P incipally gar	aged in	Pu po e	
N (M) T d N m (Tr k Load Gallonag Bus Se tang) S ri l N (S) M t N (M) M d i (T wn Stat) of U e  1 AS PER SCHEDUTE ON FILE WITH COMPANY 2								_	
UTO (h) List   Actual	Purchased								
N Cot Me,	/Y -N w (N) Used	(U) Symbol		ppear t	ता गण्यास्य ।	HENER BE (F	TO L Ace HWY	ucd BCIOW	
(c) Limit of Liability-each			Advance Premiums					-	
	Enter	i	Cov O	Cov P	Cov Q	Cov R	Cov S	Cov T	Co
Co & ther than Collini E ter Amt ACV Deductibl	ACV' Ded cts				1 📥	140	140	140	140
Co & ther than Collisi E ter Anst ACV Deductibl	ACV' Ded ct		\$	\$	\$	\$	1	\$	•
Co & ther than Collisi E ter Amt ACV Doductibl  \$ 2 \$	ACV' Ded cts		\$	\$ 2	\$ 2	\$	\$	\$	\$

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part FND #17, mg7/4/78 ATTACH FORMS ALONG MARGIN BELOW THIS MARK +

This Declarations page with GENERA' POLICY PROVISIONS Form 811, Coverage Parts and endorsements if a 13 155 ed 1 form a part thereof completes the below numbered Castalty Insurance Policy

The INSURER shall be the Company designated herein by Co Code	POLICY NO 56	4299	31 E
DECLARATIONS Items 1 Named Insured and Address	ELIXIR_INDUSTRIES 17809 S BROADWAY GARDENA, CALIF 9	0248	1
The named Individual Partnership Corporation			
Policy Period >From	10 1-77 To 1	0 1-78	
Produ er a Name and Address Agent Code	12 01 A M standard time at herein	the address of the	named insured as sta
VILSHIRE INSURANCE AGENCY	Audit Period Annual unless of	therwise stated	Semi Annual
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	$\widehat{\mathcal{L}}$	_	Quarterly
	Luide -	,	Monthly
_	_		
The advance premium for this policy is as stated below Inc subject to such limits of liability as are stated therein and su	surance is afforded by the Co bject to all the terms of the p	overage Parts for	rming a part here erence thereto
SUMMARY OF ADVA	ANCE PREMIUMS		
COVERAGE PARTS			ADVANCE PREMIUM
omprehensive General Liability Insurance			s 38 670 00
omprehensive Automobile Liability Insurance			s 344 760 00
utomobile Medical Payments Insurance		<u></u>	\$
ninsured Motorists Insurance			s
utomobile Physical Damage Insurance		<del></del>	\$ 30 041 00
remises Medical Payments Insurance		<u> </u>	\$
ontractual Liability Insurance			s INCL
ersonal Injury Liability Insurance			s INCL
arage Insurance			\$
AUTO PIP INSURANCE			\$ 878 00
			s
orm Numbers of Coverage Parts and endorsements not listed on Coverage P	arts forming part of Policy at issue	TOTAL	
L3503-0, L3523-0, A3717-0, A3011-1		ADVANCE PREMIUM	\$414 349 00
f Policy Period more than one year Gross Premium \$	Discount \$	Net I	Premium \$
Premium is payable On effective date of Policy \$	1st Anniversary \$	2nd An	niversary \$
Business of the named insured is	ELECTRICAL GOODS MF	G	
During the past 3 years no Insurer has cancelled insurance issued to the named insured similar to that afforded hereunder unless otherwise stated herein			

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



56 C 422331

issued by THE HARTFORD INSURANCE GROUP

This Coverage Part forms a part of Policy No
Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

ELIXIR INDUSTRIES policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

IN LIEU OF PREVIOUS SCHEDULE

(a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this Item The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto

★ Covered	Lim	it of Liabilit			Advance
Automo biles	Amount o ACV (Actual Cash Valu )	Deductibl	As parately at	ated in th Schedul of	Premiums
CA (	SEF ENDT. A	b-lB AT	PACHED)		\$
CA CA		\$ \$			s
CA CA					s
CA CA					s
h CA CA					\$
GA GA					\$
UA	\$25 fo	r each disablei	nent ————		\$
ing	Maximum Lim	it of Liabilit	у	Advance Premium	
s	Any one covered automobile for Endorsem		for Endorsements	\$	
\$ \$	All covered as	itomobiles nt a		TOTAL ADVANCE PREMIUMS	25,037 \$ 511
Describes	hh 17 37	1. 1.	O = quarterly	S = semi annually)	· · · · · · · · · · · · · · · · · · ·
	Automo biles  CA CA CA CA CA CA CA CA CA CA CA CA CA	Automo biles  CA CA CA CA CA CA CA CA CA CA CA CA CA	Automo biles  Amount o ACV (Actual Cash Valu )  CA CA CA CA CA CA CA CA CA CA CA CA CA	Automo biles  Amount o ACV (Actual Cash Valu ) Deductibl  CA  CA  CA  CA  CA  CA  CA  CA  CA  C	Amount o ACV (Actual Cash Valu ) Deductibl As parately stated below mean As parately stated in the Schedul of Co e ed Automobiles made a path eof  CA (SEF ENDT. A S-1B ATTACHED)  CA CA S CA S CA CA S CA CA CA CA CA CA CA CA CA CA CA CA CA C

		the covered automovites to which this i isurance applies	under each Coverage afforded
*	CA 1 = all covered automobiles	CA 5= the covered automobiles described in the	When also entered with CA 1 2 3 or 4
	CA 2 = all registered covered automobiles	Schedule of Covered Automobiles made	6 = excluding vehicles leased to the nam
	CA 3 = all covered automobiles of the privat	<ul> <li>a part hereof (including ne vly acquired)</li> </ul>	insured
	passenger type	vehicles subject to the provisions of	7 = excluding under Collision Coverage
	CA 4=all covered automobiles of the com	paragraph (b) of the covered automo	any vehicle not having an actual ca

paragraph (b) of the covered automo

any vehicle not having an actual cash

	m	ercial	type			bile definition) value of at lea				leas	t \$					
(a) I	Descript	tion (	b) Facts R	obiles as o	Purchase	(c) Limit	of Liabil	ity (if i	ot state	ed in Iten	n 1 above)	Rat	es Ad	vanc	e Premiur	ns
AUTO N	(a)	Yar Mo TdN	edl B mr (TkLo	dy Typ Cap d G ll & I	city lus S ting)	Id the SnlN (S)	t N (l) M t N	(M)	M d l		Р шсір (Т <b>ч</b>	∐y≰ 1 Stt			Pu po e of U e	Clas 6 catı
1 2	AE	PEI	s SCIE	DULE O	H FILE	HITH	COMP	ANY								
AUTO N	(b) I	La t Pri	Actual Co t	M /Y -N w	(ט) אין אין אין	R to g Symbol			A y lo	d C th <i>nam</i>	a th h dnu da	nd (b	Lo Py		nt tm.y dbl#	
1																
2	ļ	1														
AUTO	(c) Limit of Liability-each covered automobile described in (a) above and covered for			Rates				A	dvance F	remi	ums					
N	Co 1	ACV	th Cևևս Dolubl	ACV E	t Deleubl		Cov C	) C	ov P	Cov	Q Cor	R	Cov	S	Cov T	Cov V
1			S		\$		\$	\$		\$	\$		\$		\$	\$
2	}		\$	<u> </u>	\$	<u> </u>	\$	\$		\$	s		\$		8	8
		A	CV means	Actual Cas	h Value	Totals	\$	\$		\$	\$		\$		\$	s

Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named in ured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated herein

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature prime fectar page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Par

MARK
₽E
BELOW
MARGIN
THIS
ALONG
FORMS
ATTACH

# Comprehensive General Liability Insurance Coverage Part SHIRE INC. AGCY

Und Approved	Confidential Report	Und Notes	
Quality Control			
1		l .	

56 c 429731

This Coverage Part forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIFU OF PREVIOUS SCHEDULE SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

# 1,000,000 CSL

Coverages	Advance Pro	emiums			ts of Liabi		<del></del>	
<del></del>	s 25,	193.	•			000	each occu	
					*		aggregate	
B — Property Damage Liability	s 13.	477		\$	*		each occu	
Rating Classifications			<del></del> _	\$		000	aggregate	<del></del>
nating classifications Entries herein except as specifically provided else where in this policy do not modify any of the other provisions of this policy	Code No	Premium Bases	Rates	10	- D	Advar B I	nce Premii	ıms P D
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	Linea \$100	q Ft of Area r Foot of Remun of Receipts	l		
b) Escalators	·	(e) Landings	i(e) Per	Landi	ng			1
c) Independent Contractors	<del> </del>	(f) Cost	(f) Per	\$100	of Cost	i		1 
d) Completed Operations		(g) Receipts	(g) Per	\$1 00	0 of Receipts	• i		
(e) Products	1	(h) Sales	(h) Per	\$1 00	00 of Sales			
						13	,17E 1	6,429 7,048
Form Numbers of Endorsements forming part of this 3112-2, AL81B(COMPOSITE RATE EN	Coverage	Part at Issue 012-2L30 4	-0, ^{TO1}		ADVANCE REMIUMS	s 2	25,193	s 13,4°

If the Policy Period is more than one year the Frendikin's Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

# Comprehensive Automobile Liability Insurance **Coverage Part**



This Coverage Part forms a part of Policy No. 56 C 429931 issued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Conerage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

ELIXIR INDUSTRIES

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

# IN LIFU OF PREVIOUS

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company a liability against each such coverage shall be as stated herein, subject to all the terms of this policy having

	Coverages	Adv	ance Premiu	ıms		Limits of Liabilit	ty	
C - Bodily	Injury Liability	\$		000 each person				
·		267	267,834. s +			000 each occurrence		
D - Proper	ty Damage Liability	\$ 77	77,804. s			000 each occurrence		
		Descrip	tion of Haza	rds				
Owned Aut	omobiles Premium	Basis — Per A	lutomobile					
YEAR MODE TRADE NAM	L BODY TYPE — TRUCK SIZE IDENTIFICATION E (TRUCK LOAD GALLONAGE SERIAL NO	( NO (I) TOWN .	AND STATE IN WHIT	CH (a) P(	IRPOSE OF USE	Advance P	remiums	
	TRADE NAME (TRUCK LOAD GALLONAGE SERIAL MO (8) THE BUS SEATING CAPACITY) MOTOR NO (M) PR		PALLY GARAGED		LASSIFICATION	Coverage C	Coverage D	
ALL	ACHED (AND SCHEDULE COMPANY)	OR FILE	WIID			159,550 R 108,284 F	46,216 F 31,588F	
Hired Auto		m Basis—Tot: URPOSES OF USE	al Cost of Hi	Τ	OTAL COST OF HIRE	-  -  -	-	
TYPES HIRED	BE PRINGPALLI USED							
	BE FRINGFALLY USED		Ur ninc		1	-	1	
(b)	CALIF.		IF ANY	INCL		INCL	INCL	
<b>MM</b> (p)	CALIF.	asis—Total Ni	IF ANY		INCL	INCL	INCL	
(b)  Non Owne	CALIF.	asıs—Total Nu	IF ANY		INCL	INCL	INCL	
Non Owne	CALTF.  d Automobiles Premium B of Employees at all Locations		IF ANY		INCL	INCL	INCL	
Non Owne	CALIF. d Automobiles Premium B		IF ANY		INCL	INCL	INCL	
Non Owne otal Number	CALIF. Premium B of Employees at all Locations  CALIF. CODE 6603	<b>1-</b> 99	IF ANY		INCL			
Non Owne otal Number	CALIF. Premium B of Employees at all Locations  CALIF. CODE 660:	L-99	IF ANY		INCL			
Non Owne otal Number ONE (1)	CALIF.  d Automobiles Premium B of Employees at all Locations  CALIF. CODE 660: of Endorsements forming part of this Co	1-99	IF ANY	plovees at a	INCL 1 Locations			
Non Owne otal Number ONE (1)	CALIF. Premium B of Employees at all Locations  CALIF. CODE 660:	1-99	IF ANY	plovees at a	INCL 1 Locations			
Non Owne otal Number ONE (1)	CALIF.  d Automobiles Premium B of Employees at all Locations  CALIF. CODE 660: of Endorsements forming part of this Co	1-99	IF ANY	O(AL *CS	INCL 1 Locations	INCL		

PREMIUMS | \$267.834 | \$ 77.804.

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Tart takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

# Comprehensive General Liability Insurance Coverage Part

Und Approved	Сог Пероп	itial	Und	Notes	<del></del> .
Quality Control					

This Coverage Part forms a part of Policy No 56 C 429931E

issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a pai of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### CHEDULE

#\$1,000,000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverages	A	dvance	Pre	miums		Lim	its of Liabi	lity		
A Bodily Injury Liability	\$	25, 1	93	00		\$	*	000	each occ	urrence
						s	*	000	aggregate	<del></del>
B — Property Damage Liability	\$	13,4	77	00		\$	*	000	each occ	urrence
	_					\$	*	000	aggregate	•
Rating Classifications Entries herein except as specifically provided else where in this policy do not modify any of the other provisions of this policy	•	Code N	lo	Premium Bases	Rates B I		PD	Advan B I	ice Premi	ums P D
(a) Premises — Operations				(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per (c) Per	Line: \$100	oq Ft of Area ar Foot of Remun of Receipts	ļ !		
(b) Escalators	7			(e) Landings	(e) Per	Land	ing	i		
(c) Independent Contractors	٦			(f) Cost	(f) Per	\$100	of Cost	Ì		ı
(d) Completed Operations				(g) Receipts	(g) Per	\$1 00	00 of Receipts	1		L
(e) Products	7			(h) Sales	(h) Per	\$1.0	00 of Sales			1
,	,									
(AND SCHEDULE IN FILE WITH COMPANY)	,									
RE-INSURANCE								'	091	3,793
Form Numbers of Endorsements forming part of this	s (	Coverag L3012	je F -2	art at issue L3014-0	то		ADVANCE	s 25	5, 193	s 13 477

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part



**Boats** 

Named Insured and Address

This endorsement forms a part of Policy No 56 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$\rm 12.01~A~M~$  standard time at the address of the <code>named insured</code> as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE

It is agreed that

- 1 The exclusion relating to watercraft does not apply to watercraft described below
- The Persons Insured provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured provided the actual use thereof is with the permission of the named insured
- 3 The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable

#### **SCHEDULE**

Description /Olympitication of Materiards	Code	Code Premium Basis Number of Watercraft		ach Watercraft	Advance Premium		
Description/Classification of Watercraft	Number			PD	ВІ	PD	
ALL WATERCRAFT OWN	ED RY	DHF NAMED INS	SIRFO				
			}				
			-				

Minimum Premium	\$Bodily Injury Liability	\$Property Damage Liability

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as berein stated

This endorsement shall not be binding unless countersigned by a duly_authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

# Broad Form Property Damage Coverage (Excluding Completed Operations)



Named Insured and Address

This endorsement forms a part of Policy No ssued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date same as stated in the Declarations of the policy

Effective hour is the

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

Classification

It is agreed that the insurance for property damage liability applies subject to the following additional provisions

- The exclusions relating to property damage to (1) property owned occupied or used by or rented to the insured or in the care custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith are replaced by the following exclusions (w) and (x)
  - (w) to property damage
    - (1) to property owned or occupied by or rented to the insured or except with respect to the use of elevators to property held by the insured for sale or entrusted to the insured for sto age or safekeeping
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or rented to the *insured* for the purpose of having operations performed on such property by or on behalf of the *insured*
      - (b) tools or equipment while being used by the insured in performing his operations
      - (c) property in the custody of the insured which is to be installed erected or used in construction by the insured
      - (d) that particular part of any property not on premises owned by or rented to the insured
        - upon which operations are being performed by or on behalf of the *insured* at the time of the *property damage* arising out of such operations or
        - (ii) out of which any property damage anses or
        - (iii) the restoration repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the *insured*
  - (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as including completed operations to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof or out of materials parts or equipment furnished in connection therewith.
- B The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the *insured* such as but not limited to Fire and Extended Coverage Builder's Risk Coverage or Installation Risk Coverage and the Other Insurance Condition is amended accordingly

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

# Amendment — Limits of Liability (Single Limit)



#### THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Effective hour is the

same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy re	elating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE	— (Coverage Part CGL )
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE	— (Coverage Part CAL )
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE	— (Coverage Part MC )
OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE	— (Coverage Part OLT )
CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part K)

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverage Parts Coverage Parts			ts of Liability
Bodily Injury Liability and Property Damage Liability	CGL-K	<b>\$ 0</b>	00 000 each occurrence
	CGL-K	\$ O	00 000 aggregate — Division 1
	<del></del>	\$	000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability	<del></del>	\$	000 each occurrence

- **Division 1** Applicable to damages because of *bodily injury* and *property damage* as specified in paragraph (b) in the Limits of Liability provision of this endorsement
- Division 2 Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the Limits of Liability provision thereof is amended to read as follows

## LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company s liability is limited as follows

#### **Bodily Injury Liability and Property Damage Liability Coverage**

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

- (b) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 1 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage which is included in any of the numbered sub-paragraphs below and in subparagraph (3) with respect either to the bodily injury or property damage or to the bodily injury and property
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below

damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.
- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard
- (4) all property damage for which liability is assumed under any contract other than an incidental contract to which the Contractual Lia bility Insurance if afforded applies

Such aggregate - Division 1 limit shall apply separately

- (i) to the property damage included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured
- (ii) to the sum of the damages for all bodily injury and property damage included in subparagraph (3) and for which insurance if any is afforded as stated in paragraph (b) above
- (iii) to the property damage included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured
- (c) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 2 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts disignated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage
- (d) For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous o repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent



This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12\,01\ A\ M$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

#### COMPOSITE RATE ENDORSEMENT

# THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY ACTUAL STANDARD PREMIUM SHALL BE DETERMINED AS FOLLOW

BODILY INJURY 1407
PROPERTY DAMAGE 0753

COMBINED 2163

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF 2163 PER \$100 OF WORKERS COMPENSATION PAYROLL

# AUTO LIABILITY

## - CONT -

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

This endorsement forms a part of Policy No 56 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12\,01\ A\ M$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT

ACTUAL STANDARD PREMIUM WILL BE DEVELOPED BY APPLYING A RATE OF \$769 80 PER LICENCED VEHICLE, INCLUDING TRAILERS AND SEMI TRAILERS

# AUTO PHYSICAL DAMAGE

THE FOLLOWING RATES WILL BE APPLIED PER \$100 COST NEW OF ALL QUALIFYING UNITS

	FIRE/THAFT/CAC	COLLISION
TRACTORS	644	2 176
TRUCKS	952	3 312
ZONE RATED	990	3 600

PAGE \$

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

#### DEDUCTIBLE LIABILITY INSURANCE

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effect ve date of said policy unless another effective date is stated herein

Effective date

12.01 A  $\,\mathrm{M}_{\odot}$  then direct time at the address of the named insured as titled here is

The endor ement modifies such in urance a reafforded by the previous of the policy relating to the following

COMI REHENSIVE GENERAL LIABILITY INSURINCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS INNDIORDS AND TENANTS LIABILITY INSURANCE

#### **SCHEDULE**

Coverage

Amount and Basis of Deductible

Bodily Injury Liability \$ per claim \$ per occurrence

Property Damage Liability \$ 250.00 per claim \$ per occurrence

Application of Endorsement (Enter here inv limitate) in the application of this endor ement. If no limitation is entered the deductible application however caused) —

#### It agreed that

- 1 The company's obligation under the Bodily Injury Limbility and Expert Damage/Liabilit Courte to produmage on behalf of the insured applie only to the amount of damages mesce of any deductible a minute tated in the ched leads of applicable to uch coverage
- ? The deductible amounts stated in the schedule apply as follows
  - (1) PER CLAIM BASIS—If the deductible is on a per claim by the deductible mount approved the Bod I figure Lability or I roperty Damage Liability Coloring repectively to all damages because of lod ly 1 1 1 and by the per off or to all property damage sustained by one person or organization as the result of any one occurrence.
- (b) PER OCCURRENCE BASIS—If the deductible is on a per occurrence basis the deductible impunt applie under the Bodily Injur Liability or Property Damage Liability Coverage respectively to all damage because of all holis of property dasage as the result of any one occurrence
- 3 The term of the policy including tho e with respect to (a) the company right and duties if the pect to the defense in unit and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible is not
- 4 The company may pay any part or all of the deductible amount to effect settlement of any claim or untited upon notification of the action taken the named insured shall promptly reimbure the company for uch part of the deductible amount is his been plud by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Countersigned by

1uthori ed 1gent

# Comprehensive Automobile Liability Insurance Coverage Part



This Coverage Part forms a part of Policy No 56 C 42993 IE

issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unles otherwise stated herein

This Coverage Part is effective

(For use only if this Coverage Part is effective after the effective date of the Policy)

10-1-77

(at the hour stated in the policy) and form a part of the above designated

policy issued to **ELIXIR INDUSTRIES** 

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### IN LIEU OF PREVIOUS

#### **SCHEDULE**

\$1,000,000 *CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

	Coverages	Adv	vance Premi	ıms	T -		Limits of Liabilit	v
C — Bodily I	Injury Liability	\$ 267,	834 00		\$	*	000 each person	
					\$	*	000 each occurr	ence
D — Propert	y Damage Liability	\$ 77.	804,00		\$	*	000 each occurr	ence
		Descrip	tion of Haza	rds				
Owned Auto	mobiles	Premium Basis — Per	Automobile				***************************************	
YEAR MODEL TRADE NAME	BODY TYPE — TRUCK SIZE (TRUCK LOAD GALLONAGE	IDENTIFICATION NO (I) YOWN SERIAL NO (S) THE AU	AND STATE IN WHO	CH (a)	(a) PURPOSE OF USE		Advance P	remiums
	BUS SEATING CAPACITY)	SERIAL NO (S) THE AU MOTOR NO (M) PRINC	PALLY GARAGED		CLASSIFICA	TION	Coverage C	Coverage D
ATTA	PER COMPOSITE CHED (AND SCHED COMPANY) P.I P						266,956 00 878 00	77,804 00
Hired Autor	Mobiles  LOCATIONS WHERE AUTOMORI BE PRINCIPALLY USED	Premium Basis—Tot  ES WILL PURPOSES OF USE ()	al Cost of H	RATES PER SIG		ST OF HIRE	-	-
	CALIF		IC AW	INCL		-1		
COHM.	UNLIF		IF ANY	INCL	1 100		INCL	INCL
		Premium Basis—Total Ni					INCL	INCL
Non Owned		Premium Basis—Total Ni cations					INCL	INCL
Non Owned	Automobiles of Employees at all Lo	cations	umber of En				INCL	INCL
Non Owned	Automobiles		umber of En				INCL	INCL
Non Owned	Automobiles of Employees at all Lo	CORE 6601	umber of Em					
Non Owned	Automobiles of Employees at all Lo	cations	umber of Em					
Non Owned Fotal Number of Orm Numbers of A37 18-0,	Automobiles of Employees at all Lo  Endorsements forming p	CODE 6601 art of this Coverage Part at 1	umber of En	plovees at				

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

ENDT #3

This Coverage Part shall not be binding unless countersigned by a duly author zed agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

(a) P & B = Pleasure and Business C = Commercial
(b) PP = Private Passenger Automobile C = Cr mmercial Automobile

Countersigned by

Counte

Autho ized Agent

10

71

# Comprehensive Automobile Liability Insurance Coverage Part



56 C 429931E

This Coverage Part forms a part of Policy No	issued by THE HARTFORD INSURANCE GROUP
Company designated therein and takes effect as of the effective date of said policy unles	otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

Fine Company in consideration of the payment of the premium and subject to all of the provisions of the polic not expressly modified herein agrees with the named insured as follows

**SCHEDULE** 

#\$1 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Coverages	ac- My	ance Premium	18	_			Limits of L	abilit	3
C — Bodily Injury Liability	\$ 201,05	• 00			\$	<b>*</b>	000 each	person	
	77 001 00			s		000 each occurrence			
D — Property Damage Liability	s 77,804 00				\$	<b>T</b>	000 each occurrence		
	Descript	ion of Hazard	s						
Owned Automobiles Premium	Basis — Per A	utomobile							
Y a Mod ! Body Typ Tuk Si Id ntifi ati Tad Nm (Tuk Lod Gallonag Sial N	ion No (I) Town No (S) the	nd St. t. in whi Itomobil will b	h  _	( ) Pu	pos o	ľU	Adva	ance P	remiums
Bu Seating Capa ity) Moto N	io (M) pl	n ip llyg ag d	!_	Cla	selfica	lon	Coverag	e C	Coverage D
AS PER COMPOSITE RATE END (AND SCHEDULE ON FILE WITH		<b>)</b>					266 956	00	77 804 ₋ 0
PIP							878	3 00	
	,								
<b>\</b> \									
Hired Automobiles Premiu	ım Basıs—Tota	l Cost of Hire					-		
Typ Hi ed Loc tion wh au omobil will I	Pu po es of U	L tim t d R	t p	<b>∑</b> 100 T	ot ICo	t fH	-		
(b) b p in ipally u ed	( )	Tot I Co t of Hi	Co	g C	Co	rag D	_		i
EXCLUDED					-				-
Non Owned Automobiles Premium B	asıs—Total Nu	mber of Empl	0.000	at all	Local	1000	-		
otal Number of Employees at all Locations	asis Total Itu	moer or Empi	07663	acan	Loca	10113	-		
otal realists of Employees at all Decisions									
EXCLUDED									
orm Numbers of Endorsements forming part of this Co	overage Part at is	sue					-		
A2036-3, A3718-0, A3795-0, A24 AL68(CAL)(CSL), AL8-18(COMPOSI									
				TOTA	L AD	VANCI VIUMS	267 83	14	s 77 804

The conditions and provisions printed on page CAL 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage I artitive effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

() P = B = Pl dB C = Cm l

Countersigned by

# **Exclusion of Hazards Otherwise Insured**



Named Insured and Address

This endorsement forms a part of Policy No. 56 C 429931E issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

1? 01 A  $\,\mathrm{M}\,$  standard time at the addres of the named insured as stated herein

This endorsement modines such insurance as is afforded by the provisions of the policy relating to the following

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### It 1 agreed that

- I The insurance doe not apply with respect to such and so many of the hazards de cribed in the Schedule a are designated therein by the word excluded
- II The insurance does not apply prior to the date tated in the Schedule a the expiration date of other in urance with respect to such and so many of the hazard described therein which are designated by an expiration date of other in urance
- III With respect to such and so many of the hazard described in the Schedule a are designated by a primary in urance date and by limit of liability the injurance shall prior to such date apply only to loss in excess of the applicable limit a tated in juch Schedule and then only in the amount by which the applicable limit of liability stated in the declaration exceeds the applicable limit a tated in juch Schedule

	SCHEDULE	
DESCRIPTION OF HAZARDS	I II Expiration	Date of Other Insurance
(a) Owned Automobiles		
The o nership maintenance use loading or unloading of an owned auto tobile described	III Pr may I surance Date — Lim ts of Liab I t	000 each per on
herein including any trailer while being used	<u>Co C - \$</u>	000 each occurrence
therewith and any automobile while being used the towns of any tale de cribed herein	Cov D— \$	000 each occurrence
The the towns of any take the cribed herein	Bd Tp T kS ld 6 \ (l)  1 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	T dS whith p mbl libp pily ft g g d
<del></del>		
1		
(b) Hired Automobiles	I II Expiration	on Date of Other Insurance
The maintenance use load ig or unloading of	EXCLUDED	
any hi ed ci lon obile neludin any traile while being used there ith and an auton obile while	III P nary Insurance Date — I mit of Liab I t S	000 each perso 1
being used for the towing of any hired trailer	Cov C - \$	000 each occurrence
	Co D — \$	000 each occurrence
(c) Non Owned Automobiles	I Expiration	Date of Other In urance
The maintenance use loading or unloading by	EXCLUDED	
n is per on (other than the na ied insured if the	III Primary Insurance Date — I unit of Liabilit S	000 each person
a ned 1 s ed is an individual) of any non owned automobile including any trailer while being u ed	Co C — \$	000 each occurrence
therewith and any automobile while being u ed		
for the towing of any non owned trailer	Cov I) — \$	000 each occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this—indorsement

Counter igned by

litho i ed Igent



# **Deductible Liability Insurance**

Named In ured and Addres

This endorsement forms a part of Policy No. 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date

12 01 A M standard time at the address of the named insured a stated herein

This endorsement modifies such insurance as is afforded by the provision of the policy relating to the following

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BASIC AUTOMOBILE LIABILITY INSURANCE GARAGE INSURANCE

# SCHEDULE Coverage Deductible Amount Basis Bodily Injury Linbility S each claim S rope to Davia e Linbility S 250 00 each occurrence

#### It is agreed that

- Under any coverage for hich a deductible amount is designated above the company shall be liable up to the limit of liability tated a the declaration only for the amount of damages including damage for care and log of service because of poduly 11 11 17 or property damage other a company able thereunder in excess of such deductible amount.
- 2 All the other term of the policy shall apply as if the company vere liable for such deductible amount
- 3 The deduct ble amount stated in the schedule apply as follows
  - (1) PFR CLAIN BASIS If the deductible is on a per claim basis the deductible amount applie under the Bodily Injury Lablat Coverage to all damage on cluding damage for care and loss of service because of bodily injury su tained by one per on a their electronic occur electronic process.
  - (b) PER OCCURRENCE BASIS If the deductible is on a per occurr nce basi the deductible applies
    - ( ) under the Bodily Injury Liability Coverage to all damages including damages for care and loss of service because of all bodily tipu v or
    - (11) under the Property Damage Liability Coverage to all damages because of all property damag a a result of any one occurrence
- 4 The company may pass much of the deductible amount as may be required to effect settlement of any claim or suit and the na ned insured shall upon notification of such payment promptly reimburse the company for such payment

Note In California Indiana Minnesota New Jersey New York Oregon South Carolina Virginia Washington and West Virginia paragaph 4 in amended to read as follows

The company shall pay all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken the named insured shall promptly reimburse the company for the deductible amount which had been paid by the company

Nothing herein contained shall be held to vary waive alter or extend any of the terms condition agreements or declarations of the polic other than as herein stated

This endorsement shall not be binding unle—countersigned by a duly authorized agent of the company—provided that if this endorsement take effect as of the effective date of the policy and at issue of said policy forms a part thereof counter ignature on the declaration—page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Counter igned by

Inthorn ed Agent

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

*Covered



56 C 429931E This Coverage Part forms a part of Policy No

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

COPY

S

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

**SCHEDULE** Items I (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and under each such coverage applies only to such covered automobiles as are indicated by entry herein of one or more of the designating numerals for that purpose appearing in division (b) of this item. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this insurance having reference thereto Limit of Liability - each covered automobile

	Coverages	Automo biles	Amount or AC (Actual Cash Va	CV Dedu t	ible! A separa	s ent ed below itely stated in itomobiles made	th Schedule o		ivance miums
o	Comprehensive	CA CA		\$ \$				<b>s</b>	
P	Collision	CA (SEE ES	DT ALS-	B ATTAC	HED)		· 	s IN	CL
Q	Fire Lightning or Transportation	CA CA						s in	KL.
R	Theft	CA CA		_	•			s in	ICL.
s	Windstorm Hail Earth quake or Explosion	CA CA						s	
Т	Combined Additional	CA CA						s th	ICL_
V	Towing (N t v labl Cal f mia)	CA CA	\$2	25 for each du	sablement			-	
	mbers of Endorsements forming us Coverage Part at issue	<del>'</del> '-		Limit of Lia			nce Premium Indorsements		
	H-8-1B	\$	All cover		nt any one local	t on TOTA	AL ADVANCE PREMIUMS		041.00
` ★ Cz Cz Cz	cplanation of above entries d  1 = all covered automobiles  A 2 = all registered covered automobiles of passenger type  4 = all covered automobiles of mercial type	omobiles the private	CA 5=the cove Schedul a part h vehicles paragra	red automobile le of Covered nereof (includi s subject to	is insurance app is described 11 th Automobiles mad ing newly acquire the provisions of covered at tom	the When $6 = ex$ and $7 = ex$ $0$ ar	h Coverage affor also entered wing cluding vehicles sured cluding under by vehicle not hallue of at least \$	th CA 1 s leased to Collision aving an	o the <i>named</i> n Coverage
	dule of Covered Automobil		e date of this	insurance	not stated in Iter				
AUTO N	(a) Yar Modi Body Ty T d N m (T k Lod G	p C pacity II g B S ting)	Id theat S IN (S)	N (I) M t N (M)	N f Cyl Mod 1	P incipally gar (T w Sta	g d m	*Purpos of U	Cla sufi
AUTO	(b) L C t M /	Purh Y —N w (N) U d	(U) Symabl		Aylo d C ppart th nam	th th Tw dnuddth	ing is pyblinte Lo Pynamidi	reat m y below	
1 2									
AUTO	(c) Limit of Liability—each described in (a) above Co f th th C lim			<del></del>	A	dvance Prem	iums		
N	Et	ACV D d ctub		Cov O	Cov P Cov	Q Cov R	Cov S	Cov T	Cov V
1 2	\$	\$ \$	5	\$ \$	\$ \$	\$ \$	\$ \$		\$ \$
	ACV means Act	ual Cash Value	Totals \$	\$	\$	\$	\$ \$		\$

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated



This endorsement forms a part of Policy No 56 C 42993 IE issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## AUTONOBILE PHYSICAL DAMAGE INS COVERAGE

## FLEET AUTOMATIC PHYSICAL DAMAGE COVERAGE IS TO APPLY ONLY TO VEHICLE

- (A) 1973 & NEWER, AND
- (B) \$20 000 COST NEW & HIGHER

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL-8-1 A Printed in USA ISO

ATTACH FORMS ALONG MARGIN BELOW THIS MARK

# CONTRACTUAL LIABILITY INSURANCE (BLANKET COVERAGE) — COVERAGE PART

PRODUCER S COPY

U d Approved	(	ent l	UdNt	<del></del>
Qual ty C ntrol			}	

This Coverage Part forms a part of Policy No. 56 C 429931E issued by THE HAI Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

#### *! 000 000 CSL

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having

Coverages	A.c		į .		Limits of Liability		
YB — Contractual Bodily Injury Liability	5 INCL				*	000 each occurrence	
ZB — Contractual Property Damage Liability	S INC			\$	*	000 each occu	ırrence
				\$	<u>*</u>	000 aggregate	
_	Code	_		Rat	es	Advance	e Premium
Designation of Contracts	No	Premium Bases	ВІ		P D	ВІ	PD
		(a) Co t	(a) P	\$100 f	Co t		
		(b) S 1	(b) P	\$1 000	(51		
PER COMPOSITE RATE ENDT ATTACHE UND SCHEDULE ON FILE WITH COMPANY)		(b) S (	(b) P	\$1 000	ts i	INCL	INCL

n effective date of Policy \$

The following exclusions also apply

☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q)—x c & u

#### COVERAGE YB-CONTRACTUAL BODILY INJURY LIABILITY

#### COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily injury or

Coverage ZB property damage

to which this insurance applies caused by an occurrence and the com pany shall have the right and duty to defend any sust against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceed ng wherein the company is not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceedings or
- any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any incidental contract
- (b) (1) if the insured is an architect engineer or surveyor to bodily injury or property damage arising out of profe sional services performed by such insured including
  - (1) the preparation or approval of maps drawings opinions reports surveys change orders designs or specification and
  - (ii) supervisory inspection or engineering services
  - (2) if the indemnitee of the insured is an architect engineer or sur veyor to the liability of the indemnitee his agents or employees arising out of

The conditions and provisions printed on pages KB 2 and KB 3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage I art takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersign iture on the declaration page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

Countersigned by

# Statement of Premium Adjustment for Liability and Property -

y [] Hartford Fire Insurance Company
[8] Hartford Accident and Indemnity Company
[9] Hartford Casualty Insurance Company

**Policy No** 

Co

Code

ទី (i) New York Underwriters Insurance Company ខ (iii) Twin City Fire Insurance Company ន

10/1/77-10/1/78

Penod of Policy



Date March 29, 1979

Period of Audit or Report

Same

Gardena, Calif 9	D248		ـا لـ		Ins Ager	<b>су</b> 2202	51		
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scription	State	Class n	Basis of Premium	Rate	Premium	Rate	Premium	B L	PD
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Auto liab			424	353 17R 241 39E 1 96R	102,349	102 93R 70 35K	43,642 29,828	159550/ 108284	46216 31588
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finimum Premium Applies	Tota	l Exposure				<u> </u>			
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		rn Premiums			12,669 9,982 I		4,550 E 3,921 E		
	NET	PREMIUM A	DJUSTMENT		.ADD	ITIONAL	<u> </u>		
					RET	URN	31,122		
							5'	-	

#### * ILS.IPL 108 PCY 220251

# ADDITIONAL INSURED (Premises Leased to the Named Insured)

Named Insured and Address

This endorsement forms a part of Policy No 5 C +2' 351 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unlearn another effective date is stated herein

TLIVIR INDUSTRIES 17803 S BROADWAY GARDERA CALIF 90248

Effect ve date

1 17 7

12 01 A M standard time at the address of the named insured a tated herein

Premiume

This endorsement modifies such insurance as is afforded by the provision of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDIORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS LIABILITY INSURANCE

It is agreed that the Persons Insured provision is amended to include as an insured the per on or organization designated below but only with respect to liability arising out of the ownership maintenance or use of that part of the premise de ignited below leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- 1 to any occu rence which takes place after the named insured ceases to be a tenant in said premises
- 2 to structural alterations new contruction or denolition operations performed by or on behalf of the per on or organization designated below

#### **SCHEDULE**

		I I CILI	Idillo
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
17770-17776 ROWLAND AVE CITY OF INDUSTRY CA K4 331LD1 G 380	JACK C ECOFF AG I IS SOLE \$ SEPARATE PROPERTY	INCL	INCL

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declaration of the policy othe than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement



Countersigned by

Authorized Agent

RL - 25 7

JUL 28 LCTA

## TILS-TIPE INS 1 220251

# Hired Automobiles — Specified Car Basis



#### THE HARTFORD

56 C 429931 E

This endor ement forms a part of Lolics No i used by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unle another effective date stated herein

F € 78

Effective date

Named Insured and Addres

ELIXIP IND 17809 S BROADWAY CARDENA CALIF 90248

12 01 \ M standard time at the addres of the named insured as stated herein

This endorsement modifie such insurance as i afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LINBILITY INSURANCE VETOMOBILE MEDICAL PNYMENTS INSURANCE

Description of Automobile

ALL VIHICLES LEASED AND/OF RITHED BY THE TAKED I ISURED

ADDITIONAL INSURED T/ LEASING 1690 ROHREPSTOWN RD LANCASTEP PA 17604

RL4 7 25 7°

It is need that the insurance with respect to the hared as to not sle described herein or described in the policy as subject to the endorment applied bject to the follosing additional prositions.

- 1 The united ple to the red to und is rentee of such a to rolle in the time in her if the erection her the ecf in do her ed in reference to the insurance afforded by the endorment in naived insured include in radial clinic elisis el
- Subject other vie to the ler on Insured privision the inurince cover a ninsured the owner via be ee (of hon the named insured in the ee) and an agent or eaplo ee of inclosiver or be ee but oil while nich and olden be nicellated by nicellated in the named in the educate of the educate of the educate of the named in the educate of the educate of the following interpretation of the following interpretation of the following interpretation of the educate of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpretation of the following interpr
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If end coment half not be boding uple counter nelbordul authorized according to company of ded that it it conditions take enerty of the effect of the policy and to according to partitioners counter a turn of the different partition of the color partial constitution of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the color partition of the co

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# WILSHIRE INS ACCY 229251

# Hired Automobiles— Specified Car Basis



Named In ured and Addre

55 C 429931 E

This endor ement forms a part of Policy No is used by THE HARTFORD INSURANCE GROUI company designated therein and take effect as of the effective date of said policy unless another effective date is tated herein

4 20 78

Effective date

ELIXIR IND 17809 S BROADWAY GARDENA CALIF 90249

17 01  $\lambda$  M standard time at the address of the named insured as stated herein

The endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile

ALL VEHICLES LEASED AND/OF REPITED BY THE NAMED INSUPED

ADDITIONAL INSUPED FELD TRUCK REPTALS 19303 HAVILTON AVE GARDENA CA 90243

~U1 7 25 7°

It in greed that the in rance with respect to the hired a los of the described here worked with the following additional provisions

I here trunce applies to the na ned insured as rentee of such automobile in the same manner of the were the owner there found when code a reference to the insurance altorded by this endorment in named its education and ideal include in and ideal include a red

S bject of the set of the Person Intred provisor the isurance cover in the sured the oriental letter of the manual provisor the isurance cover in the sured theorem and the second any interest of such owner or lessed but only had under the understandable to be used in the brine of the rived in used or by non-behalf of the named insured for per original or plant or and abdition () of the cites a beaming in the following the sure of the following the sure of the following the sure of the following the sure of the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the following the foll

3 The in urance applies as primary insurance

Nothing herein contrined half be field to vary and liter or extend at of the term condition is certain or licharation of the policy other than a herein tated

The edge enerthall not be binding the counter good by adultantion ed agent of the companity provided that if the end rement take effect to of the effective dute of the policity and the iconomic formula the policity of the effective dute of the policity and policity approximately provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the policity is not provided that if the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute of the end rement take effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective dute effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effective effe

C interigned by

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#### ADDITIONAL INSURED (Premises Leased to the Named Insured)

Named Insured and Address

56 C 429931 F

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company desig nated therein and takes effect as of the effective date of said policy unle s another effective date is stated herein

ELIXIR INDUSTRIES 17809 S BROADWAY GARDENA, CA 90248

Effective date

5/19/78

12 01 A M standard time at the address of the named insured as tated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL HABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS LIABILITY INSURANCE

It is agreed that the Persons Insured provision is amended to include as an insured the person or organization designated below but only with respect to liability arising out of the ownership maintenance or use of that part of the premises designated below leased to the named insured and subject to the following additional exclusions

The insurance does not apply

- 1 to any occurrence which takes place after the named sured cease to be a tenant in said premises
- 2 to structural alterations new construction or demolition operations performed by or on behalf of the person or organization designated below

#### **SCHEDULE**

		Prem	iums
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
3019 F HARCOURT STREET, COMPTON, CA	JERRY RAPPORT AND AGNES O RAPPORT	TVor	
CODF 11111 TO3	25465 CADILLAC LAGUNA HILLS, CA 92653	INCL	INCL

Nothing here it contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herei i stated

The endor ement shall not be binding unless countersigned by a duly authorized agent of the compliny provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereofologometrising page of said policy bound authorized agent of the company shall constitute valid countersignature of this endor ement

WILSHIRE INSURANCE AGENCY



Countersigned by

Authorized Agent Kecurd & Muched - Kyp JUN: 4 1778

WEDSHIT REACTREMANDICEA BRIENCY	INSURANCE (REANKET	COVERAGE) -	COVERAGE	PART
	INSURVINCE (DEVINE)	COVERAGE) —	COAPKIOR	1 1/1/1

PRODUCER S COPY

U d App v d	(	ا ) t ص	Und N t	
Q alty Cont 1				

This Coverage Part forms a part of Policy No. 56 C 429931 E sued by THE HAI Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein sued by THE HARTFORD INSURANCE GROUP

#### IN LIEU OF ENDT #5

(For use only if this Coverage Part is effective after the effective date of the Policy)

10/1/77 This Coverage Part is effective policy issued to ELIXIR INDUSTRIES

(at the hour stated in the policy) and forms a part of the above de ignated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express modified herein agrees with the named insured as follows

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto ______ * 1.000.000 CSL

Coverages	Ad	vance Premiums			-	Limits of Liab	ility
YB — Contractual Bodily Injury Liability	\$ INCL			\$	\$ * 000 each occurrence		irrence
ZB — Contractual Property Damage Liability	5 INCL	· · · · · · · · · · · · · · · · · · ·		\$	*	000 each occu	
	Code Promise Roses	D	Rates		Advance Premiums		
Designation of Contracts	No	Premium Bases	ВІ		P D	ВІ	P D
		( ) C (b) S I	() P :				
ALL WRITTEN CONTRACTS	4003	IF ANY	INC	L	INCL	INCL	INCL

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$ 1st Anniversary \$ The follo ing exclusions also apply

Exclusion (p) — Products and Completed Operations 

Exclusion (q)—x c & u

# COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

#### COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual hability assumed by him under any written contract of the type designated in the schedule for this insur ance shall become legally obligated to pay as damages because of

> Coverage YB bodily injury or Coverage ZB property damage

to which this insurance applies caused by an occurrence and the com pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudu lent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the company 1 not entitled to exerci e the irsured's right in the choice of arbitrators and in the conduct of such proceeding or
- (2) any suit after the applicable limit of the compa liab lit ha been exhausted by payment of j dgments or ettle ne it

#### Exclusions

This insurance does not apply

2nd Anniversary \$

- (a) to liability a sumed by the insi red under any incidental contract
- (b) (1) if the insi ed is an architect engineer or surve or t bodily inji v or p ope to da lage arising cut of profe it hal er ce performed by such ins ed including
  - (1) the preparation or approval of map drawings opinion report urveys change orders de ign or pecificat a
  - (i ) supervisor in pection clearing ervice
  - (2) if the indemnitee of the insured is in irchitect engineer or sur vevor to the liability of the indemnited his age it or emplayees rising out of

The conditions and provisions printed on pages KB? and KB3 of this for a architecture referred to and made a part hereof

The Coverage Part, hall not be binding unless countersigned by each authorized agent of the company or yield that if the Coverage Lart take effect a of the effective date of the policy and at issue of said policy forms a part thereof counter igniture (in the declarate a page of a dip lice by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

Countersigned by

#### DEFINITION OF SYMBOLS R AND L

This endor emen form a p t 110h y No 56 C 4299±3 issued by THL IINRIFOID INSURANCI CIOUI company designated therein and takes effect a of the effective date of said policy unless another effective date is stated herein

Effective date October 1, 1977

Named Insured and Address

Elixir Industries

Gardena, California

12 01 A M standard time at the addre s of the named insured stated herein

#### It is agreed that

- (a) the s mbol R de gnate the rates and premiums for that insurance which is subject to Retrospective Rating Plan D is specified in Para, iph 3 T bi 1 the Retro pictive I remium I indorsement Plan D and
- (b) the symbol E commands the rates and premium of rithat in Lirance which is not subject to Retro pective Pating Plon D a specified in Fara aph 3 Table 1 of the Cotro pective for minim Endor enter I lan D

Nothing here n contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the polic other than a here n tated

The endor ement and not be binding unless ounter igned bill authorized agent of the companily provided that if this endor ement take, erich as of the effective dute of the policy and at the original policy is a partitive of counters ratio on the declaration pale of his and by the aduly authorized agent of the company shall constitute valid counters gnature of the endors ment



Countersigned by

Authorized Ag nt

rmp1170 td USV 2

56 C 429931

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date

10/1/77

12:01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

# COMPOSITE RATE ENDORSEMENT AMENDED RATES

# AUTO PHYSICAL DAMAGE

	FIRE/THEFT/CAC	COLLISION
TRACTORS	623R 021E	2 106R 070E
TRUCKS	922R •030E	3 206R 106E
ZONE RATED	958r •03 <b>2</b> E	3 485R 115E

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

WILSHIRE INSURANCE AGENCY

mg7/2/78

- FND #12

Countersigned by

# WILSHIRE INSURANCE AGENCYN/C



Named Insured and Address

56 c 429931

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

10/1/77 Effective date

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMPOSITE RATE ENDORSEMENT AMENDED RATES

# AUTO PHYSICAL DAMAGE

	FIRE/THEFT/CAC	COLLISION
TRACTORS	.623R .021F	2.106R .070E
TRUCKS	.922R .030E	3.206r .106f
ZONE RATED	.958r .032f	3 485R .115F

END #12

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

N/C



Named Insured and Address

56 c 429931 This endorsement forms a part of Policy No 56 C 429931 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

10/1/77

12:01 A. M standard time

Effective date at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

# COMPOSITE RATE ENDORSEMENT AMENDED RATES

# THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY. ACTUAL STANDARD PREMIUM SHALL BE DETERMINED AS FOLLOWS

GENERAL LIABILITY BODILY INJURY	PROPERTY DAMAGE	COMBINED
.0671 R	.0359 R	.1030 R
.0736E	.0394 E	.1130 E
AUTO LIABILITY BODILY INJURY	PROPERTY DAMAGE	PIP COMBINED
353 17 R	102.93 R	1.96 R 458 06 R
241 39 E	70.35 E	311.74 E

mg 7/2/78

END. #13

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

# WILSHIRE INS. ACCY.

N/C



# THE HARTFORD

Named Insured and Address

56 C 429931

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ELIXIR INDUSTRIES 17809 S. BROADWAY GARDENA, CALIF. 90248

Effective date

10/1/77

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

# COMPOSITE RATE ENDORSEMENT AMERICAN RATES

# THE STANDARD PREMIUM SHOWN IN THE POLICY IS PROVISIONAL ONLY. ACTUAL STANDARD PREMIUM SHALL BE DETERMINED AS FOLLOWS

GENERAL LIABILITY

PROPERTY DAMAGE COMBINED **BODILY INJURY** .0671 R .1030 R .0736E

AUTO LIABILITY

BODILY INJURY PROPERTY DAMAGE PIP COMBINED 102.93 R 70.35 F 1.96 R 458.06 R 311.74 E

mg 7/2/78

FMD. #13

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

A	i his Declaration	PROVISION	S Form 8117 Coverage F	Parts and endorsements of a	my a bart
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85-0	THE HALLITURY INSURANCE GROUP	on the ford fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance on the fire Insurance	idemnity Company '	ew York Underwrii	ters Insurance Company rance Company
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<b>5</b> 1	designated herein b	y Co Code 5	POLICY NO	56 <b>c</b> 42851	00 9
ပ	DECLARATIONS	P vi u Poli y No	ELIXIR INDUST		10/0
0	Items 1 Named Insured and Addre		17809 SOUTH E		
	The named Individual	Partnership X Corporati	GARDENA, CAL	FURNTA 90248	TO CETTARE TO
	insured is Joint Venture		-\ 7-1-76 V	- 7-1-77	
2 [	Policy Period Name and Add et	Agent Code		d time at the address of the	named insured as stated
S.		220251	herein	_	
PRODUCER COPY	ATTICUING INCOMINANCE RE	CHEV	Audit Period Annua	al unless others ise stated	Semi Annual
90 C	WILSHIRE INSURANCE AC	enc i		* <u>G L</u>	X Quarterly Monthly
اڇ			1		Violitiny
3	The advance premium for the subject to such limits of liabi	lity as are stated therein and s	subject to all the terms	y the Coverage Parts for the policy having ref	rming a part hereof erence thereto
¥ •		SUMMARY OF ADV	ANCE PREMIUMS		ADVANCE
S _	COVERAGE PARTS	S			ADVANCE PREMIUM
	omprehensive General Liability	Insurance			\$ 6,501 00
BELOW	mprehensive Automobile Liabi	lity Insurance			s 151,208 00
<u> </u>	mobile Medical Payments In	surance			5 1,847.00
Y U	ninsured Motorists Insurance				s 2,671 00
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					s
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L <u>F</u>	3503 L3523 AL57 AL-801 33009 A3011 A3013	B(NAMED INSURED) AL-I		ADVANCE PREMIUM	186168 s 189-522-
lf	Policy Period more than one you		Discount \$		remium 5 (SEE INSTAL)
4	Premium is payable On effe	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	ELECTRICAL GOOD		iversary \$
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5	During the past 3 years no Insure to the nanied sured similar to otherwise stated herein				
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F	n AL 10 PDR I d L \			0270110	<b>-</b> 6
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# NAMED INSURED

ELIXIER INDUSTRIES AND ANY AND ALL SUBSIDIARY

COMPANIES AND DIVISIONS AS NOW OR MAY HEREAFTER

EXIST OR BE CONSTITUTED AND WHICH ARE WHOLLY

CWILED BY THE NAMED INSURED AND REPORTED TO THE

COMPANY WITHIN 30 DAYS OF SUCH ACQUISITION

# NAMED INSURED

ELIXIER INDUSTRIES AND ANY AND ALL SUBSIDIARY

COMPANIES AND DIVISIONS AS NOW OR MAY HEREAFTER

EXIST OR BE CONSTITUTED AND WHICH ARE WHOLLY

OWNED BY THE NAMED INSURED AND REPORTED TO THE

COMPANY WITHIN 30 DAYS OF SUCH ACQUISITION



56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12.01 A M standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## ALL COVERAGES

NAMED INSURED

COMPANIES AND DIVISIONS AS HOW OR MAY HEREAFTER

EXIST OR BE CONTITUTED AND WHICH ARE WHOLLY

OWNED BY THE NAMED INSURED AND REPORTED TO THE

COMPANY WITHIN 30 DAYS OF SUCH ACQUISITION

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by



56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12.01\ A\ M$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

# AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT THE SECOND SENTENCE UNDER PARAGRAPH "II
CAMCELLATION" OF POLICY "CONDITIONS" IS AMENDED TO READ AS
FOLLOWS

THIS POLICY MAY BE CANCELLED BY THE COMPANY OTHER THAN
FOR NON PAYMENT OF PREHIUM, BY HAILING TO THE NAMED INSURED AT
THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN
NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL
BE EFFECTIVE 30

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by



56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date  $$12\,01\,\,\mathrm{A}\,\mathrm{M}$$  standard time at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

## COMP GENERAL LIABILITY

# INCIDENTAL MALPRACTICE LIABILITY - FIRST AID

#### IT IS AGREED THAT

THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY
ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL
SERVICES OR FIRST AID BY ANY PERSON (OTHER THAN A PHYSICIAN,
DENTIST OR NURSE) DESIGNATED BY THE NAMED INSURED TO PROVIDE
SUCH SERVICES OR FIRST AID

(GH-94)

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid coun ersignature of this endorsement

Countersigned by

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### (IN LIEU OF ORIGINAL)

This Coverage Part forms a part of Policy No 56 C 428500 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part i effective

(at the hour stated in the policy) and forms a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express! modified herein agrees with the named insured as follows .435 CREDIT

### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein, subject to all the terms of this policy having

reference thereto			* >	00,000 63	<u> </u>		
Coverages	DEPOSITA	vance Premiums			Limits of Liabi	lity	
YB — Contractual Bodily Injury Liability	s 71.0	00		\$ *	000 each occur	rence	
ZB — Contractual Property Damage Liability	\$ 55 (	<b>)</b> 0		\$ \$	000 each occur	rence	
	<u></u>	<del></del>		<u> </u>	000 aggregate		
Do to alon of Contracts	Code	Premium Bases	F	Rates	Advance	Premiums	
Designation of Contracts	No	Fremium Bases	ВІ	P D	ВІ	P D	
		() C	() P \$10	0 1C t			
		(b) S 1	(b) P \$1	000 fS1			
					AM	L.	
ALL WRITTEN CONTRACTS	17985	IF ANY	FLAT	CHG	141 00 DEPOSIT 71 00	104 00 DEPOSIT 52.00	
BROAD FORM P D.	99981	NONE	•	5% DEPOS	<b>-</b>	ANNL 5.00 DEPOSIT 3 00	
Form Numbers of Endorsements forming part of AL-68 L3139	this Coverag	e Part at issue	TOTAL	REMIUMS	71.00	, 55.00	

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The following exclusions also apply

☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q)—x c & u

#### COVERAGE YB-CONTRACTUAL BODILY INJURY LIABILITY

#### COVERAGE ZB-CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

> Coverage YB bodily injury or Coverage ZB property damage

to which this insurance applies caused by an occurrence and the com pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding where n the company is not entitled to exercise the insured s rights in the choice of arb trators and in the conduct of such proceedings or
- any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not apply

- (a) to lab lity assumed by the ns ed under any i cidental ont act
- (b) (1) if the insured s in irchitect engineer or surveyor to bodily inju y or p operty damage arising out if profe sional ervices performed by such insu ed including
  - (1) the preparation or approval of map drawings opinions reports irve sicha ige orders des gns or specification and
  - (ii) supervisory i ispectio i or engineering services
  - (2) If the indemnitee of the ins ed is an architect engineer or sur vevor to the liability of the indem litee his agents or employees arising out of

The conditions and provisions printed on pages KB? and KB3 of this for n are hereby referred to and made a part hereof

The Coverage Part hall not be binding unless counter gined by a duly authorized agent of the company provided that if the Coverage Part takes effect as of the effective date of the policy and at i sue of said policy forms a part thereof counter ignature on the declaration page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage I art

Counte signed by

Authorized Agent



THE HARTFORD

PAGE 6

This schedule forms a part of Policy No 56 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein # .435 CREDIT

Effective date 7-1-76  RATING CLASSIFICATIONS		A M standa	Rates		Annual		Addition	Hor
Ent es h n exc pt s sp fc lly prov ded els whr n th policy do t modify any of th oth pr v sion of th s pol cy	Code No	Premium Bases	B I	P D	Premius B (	ms P D	Reterent	P D
or v sion of this policy				1, 2		"	ВІ	r U
IDAHO * P 0 80% 7986, BOISE, IDAHO	T.11						DEPOS PREM	
METAL GOODS NFG	34904	IF ANY	.057	020	-	-	-	-
ELECTRICAL APPAR	36904	IF ANY	057	020	-	-	-	-
DOOR, DOOR FRAME OR SASH MFG WOOD COVERED WITH SHEET METAL	34401	C) 156,250	-057	.020	89.	31.	45.	16
PERS. INJ. EXCL "C" IS HEREBY DELETED	1111111	NONE	6%	5%	5	2.	3.	t
BROAD FORM P D	99981	NONE	-	5%	-	2.		
TOTAL OF IDAHO					94	35	48.	18.
CALIF, MISC. *								
C) INDEPENDENT CONTRACTORS	16291	IF ARY	.013	011	7.AP	8 MP	4.	4
EXCESS LIMITS TOTAL OF MISC.	99901	NONE	FLAT	CHG	13	37. 45.	7.	19. 23.
								INCL



### THE HARTFORD

PAGE 5

This schedule forms a part of Policy No 56 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein 435 CREDIT

ffective date	1 12 51	A M standar	1		Annual	···	Autoritean	etor
NATING CLASSIFICATIONS Intries h n cpt spcf llypodd Ise	Code	Premium	Rates		Premius	ns	Returne	
ntriesh n cpt spcfllypoddlse h nthplydnotmdfy y fth th roviso fthplcy	No	Bases	ВІ	PD	ВІ	P D	ВІ	PD
PENNSYLVANIA * P O BOX 684. LANCASTER. PA	T 37-13						DEPO:	1
ELECTRICAL APPAR.	36904	C)93,750	.037	015	35.	14.	18.	7.
·					٠,٠		.0.	'`
IETAL GOODS MFG.	34904	) IF AMY	.037	.015	_			-
PERS. INJ. EXCL "C" IS HEREBY DELETED	1111111	MOME	6%	5%	2	ı.	t.	ı.
BROAD FORM P.D.	99981	HOME	-	5%	_	1.		
TOTAL OF PENN.					37	16	19.	9.
SEORGIA * P O BOX 150, DOUGLAS, GEORGIA P O BOX 660, FITZGERALD, GEORGIA	T.10				1			
ELECTRICAL APPAR	36904	281,250	.026	025	73	70	37.	3:
IETAL GOODS NFG.	34904	C)62,500	026	025	16.	16	8.	{
PERS. INJ. EXCL "C" IS HEREBY DELETED	111111111111111111111111111111111111111	HOME	6%	5%	5	4.	3.	
BROAD FORM P.D	99981	MONE	_	5%		4.		١,
TOTAL OF GEORGIA					94	94.	48	4
FLORDIA * O BOX 885, LAKELAND, FLO	T.09-06	ŀ						
ELECTRICAL APPAR	36904	c)62,500	065	.026	41	16	21.	8
HETAL GOODS MFG.	34904	IF ANY	.065	026	-	-	-	-
PERS INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	2	1	1.	
BROAD FORM P D	00081	Monte						
TOTAL OF FLORIDA	99981	HONE	•	5%	43	18	22.	10
								ENDT



THE HARTFORD
PAGE 4

This schedule forms a part of Policy No by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein 

4.435 CREDIT

ATING CLASSIFICATIONS	Code	Premium	Rates		Annual		- Add dition	
nt she ein except as specfclly povddelse the in the poly don't modfy any of the oth ovis ns fth splcy	No	Bases	Bí	P D	Premiu B I	P D	B I	P D
KANSAS * P 0 BOX 66, OSWEGO, KANSAS P 0 BOX 686, NEWTOM, KANSAS	T.15 34904	c)62,500	.028	014	18	9.	DEPOS PREMIT	
NETAL GOODS NFG - ELECTRICAL APPARATUS NFG INCL F'XTURES OR APPLIANCES	36904	if any	028	.014	-	-	•	-
PERS. INJ EXCL "C" IS HEREBY DELETED	11111B	HONE	6%	5%		INCL		INCL
Broad form P.D Total of Kahsas	99981	NONE	-	5%	<u>-</u> 19	INCL 9	10.	INCL 5
TEXAS P O DRAWER B, MIDLOTHIAN	T.42 36904 34904	C) 187,500 1F ANY	093 093	.067 .067	698 -	503	349	252
PERS. INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	42	25	21.	13
BROAD FORM P.D	99981	HONE	-	5%		25.		13
TOTAL OF TEXAS  INDIANA * P O BOX 729, ELKHART, IND 2040 INDUSTRIAL PKWY, ELKHART, IND. P O BOX 526, WAKARUSA, IND.					740	553.	370.	278
ALUMINUM WARE MFG	34610	c)625.000	049	.023	306	144	153	72
ELECTRICAL APPAR.	36904	IF ANY	049	023	-	•		
PERS. INJ "C" IS HEREBY DELETED	111118	HOME	6%	5%	18	7	9	4
BROAD FORM P D	99981	NONE	_	5%	_	7.		4.
TOTAL OF INDIANA					324	158.	162	80
								ENDT



THE HARTFORD

PAGE 3

This schedule forms a part of Policy No 56 C 428500 Issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Code   Premium   Rates   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Property   Proper	67 31 9 - 33	P D	B	DEPOS PREMI 32. 2.	P D
OREGON       ±       T.36         P O BOX 206, AURORA, OREGON       T.36         ELECTRICAL APPAR. MFG INCL       36904       156,250       .040       .030         METAL GOODS MFG.       36904       C) 1F ANY       .040       .030         PERS. 1NJ. EXCL "C" IS HEREBY DELETED       11111B       MONE       6%       5%         BROAD FORM P D. TOTAL OF OREGON       T.02       39981       MONE       -       5%         PERS. 1NJ EXCL "C" IS HEREBY DELETED       1111B       HONE       6%       5%         BROAD FORM P.D. TOTAL OF ARIZONA       99981       NONE       -       5%         COLORADO       T 05       TOTAL OF ARIZONA       T 05       T 05	B 1  30 63  30 -  4  -  67  9 31  9 2	P D	B	DEPOS PREHI 32.	IT UMS 24
OREGON       ±       T.36         P O BOX 206, AURORA, OREGON       T.36         ELECTRICAL APPAR. MFG INCL       36904       156,250       .040       .030         METAL GOODS MFG.       34904       C) 1F ANY       .040       .030         PERS. 1NJ. EXCL "C" IS HEREBY       11111B       NONE       6%       5%         BROAD FORM P D.       39981       MONE       -       5%         ARIZONA       *       T.02       36904       C)62,500       049       019         PERS. 1NJ EXCL "C" IS HEREBY       1111B       HONE       6%       5%         BROAD FORM P.D.       39981       NONE       -       5%         COLORADO       TO5       TO5       TO5       TO5	67 31 9 - 33	- 2 2 51	7.	32. 2.	24 - i 1 26
### FIXTURES OR APPLIANCES  ###################################	67 31 9 - 33	- 2 2 51		2. 34	- 1 26
PERS. 1NJ. EXCL "C" IS HEREBY  DELETED  BROAD FORM P D.  TOTAL OF OREGON  ARIZONA *  219 S. HULBERRY, NESA, ARIZ.  PERS. 1NJ EXCL "C" IS HEREBY  DELETED  BROAD FORM P.D.  TOTAL OF ARIZONA  T 05  1111B  NONE  6% 5%  5%  5%  1111B  NONE  6% 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  1111B  NONE  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 5%  - 6%  - 6%  - 5%  - 6%  - 6%  - 5%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  - 6%  -	9 31 9 2 33	51	-	34	26
DELETED 1111B NONE 6% 5%  BROAD FORM P D.	9 31 9 2 33	51	-	34	26
TOTAL OF OREGON  ARIZONA * T.02 219 S. HULBERRY, NESA, ARIZ. 36904 C)62,500 049 019 PERS. INJ EXCL 'C" IS HEREBY DELETED 11111B NONE 6% 5% BROAD FORM P.D. 99981 NONE - 5% COLORADO T 05	33	12		_	
TOTAL OF OREGON  ARIZONA * T.02 219 S. HULBERRY, NESA, ARIZ. 36904 C)62,500 049 019 PERS. INJ EXCL 'C" IS HEREBY DELETED 11111B NONE 6% 5% BROAD FORM P.D. 99981 NONE - 5% COLORADO T 05	9 31 9 - 2 33	12		_	
219 S. HULBERRY, MESA, ARIZ.  36904 34904 1F ANY 049 019 019 019 019 019 019 019 019 019 01	33		•	16	6
BROAD FORM P.D. TOTAL OF ARIZONA  COLORADO  TOTAL OF ARIZONA  T 05	33	. !	•		
TOTAL OF ARIZONA COLORADO T 05	9 8	1	ı	ŧ	1
COLORADO T 05	9 8		,		1
		14		17.	8
6945 NO. FEDERAL, DENVER, COLO					
6935 NO FEDERAL, DENVER, COLO 34904 C) 1,250 026 039 039		12		4	6
PERS. INJ. EXCL "C" IS HEREBY DELETED 11111B NOME 6% 5% 1	INC	L   1		INCL	1.
BROAD FORM P.D 99981 NONE - 5%	_			-	,
	8	14	•	4	8



435 CREDIT

THE HARTFORD

PAGE 2

This schedule forms a part of Policy No 55 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ffective date 7-1-76	12 01	A M standar	d time		.435 C			
RATING CLASSIFICATIONS	Code	Premium	Rates		Annual		Archittions	
intrie here n c pt as specfcally provided else the in this policy do not modify any of the oth lovs softh spolicy	No	Bases	ВІ	P D	Premiun B I	P D	B I	P D
CITY OF INDUSTRY, CA. * 17770 ROWLAND ST , CITY OF INDUSTRY, CA.	T.03						DEPOS PREMI	r -
ALUMINUM WARE HFG FROM STREET ALUMINUM	34610	C) 12,500	.130	.050	16.	6.	8.	3.
PERS. INJURY EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	1.	INCL	1.	-
BROAD FORM P.D. TOTAL OF CITY OF INDUST	99981	NONE	-	5%	17.	INCL	9.	
GARDENA. CA. * 17905 SO BROADMAY, GARDENA, CA. 18025 SO BROADMAY, GARDENA, CA. 18037 SO. BROADMAY, GARDENA, CA. 16815 SO. BROADMAY, GARDENA, CA. 17809 SO BROADMAY, GARDENA, CA. 15722 SO. BROADMAY, GARDENA, CA.	T 03				17.	6.	9.	3
ELECTRICAL APPARATUS MFG INCL FIXTURES OR APPLIANCES	36904	c) 375.000	130	035	488.	131.	244.	66.
ELECTRICAL APPARATUS INSTALLATION OR REPAIR, PLASTICS & BONE PRODS.	17313	c)62,500	.705	283	441	177.	221	89.
BOKE OR IVORY GOODS MFG.	30793	c)62,500	.105	.050	66.	31	33.	16.
PERSONAL INJ EXCL "C" IS HEREBY DELETED	111118	NOME	<b>6%</b>	5%	60.	17	30	9.
BROAD FORM P D.	99981	NONE	•	5%		17.		9.
TOTAL OF CARDENA					1,055	373	528	189.
								ENDT

### (IN LIEU OF ORIGINAL)

**Extension Schedule for** Comprehensive General Liability,
OLT or MC Amendment of Coverage Part



THE HARTFORD

PAGE 1

This schedule forms a part of Policy No by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Fffective date 7-1-76	12 01	A M standar	d time	# .	435 CR	EDIT		
RATING CLASSIFICATIONS	Code	Premium	Rates		Annual		Arthritann	
Entie he n except as spcfc lly provided els wh n this policy do not m dify any of tho the polio of the policy	No	Bases	ВІ	P D	Premium B I	P D	B I	P D
CALIFORNIA * 3321 AIRPORT RD., SACRAMENTO, CA.	T.12						DEPOS	lT.
							PREMI	
ALUMINUM WARE MFG FROM SHEET ALUMINUM	34610	c) 937,500	.130	.050	,219	469.	610.	235.
PERSONAL INJ EXCL "C" IS HEREBY DELETED.	111118	NONE	6%	5%	73.	23.	37.	12.
BROAD FORM P.D. TOTAL OF SACRAMENTO	99981	NONE	-	5%	-	23.	647.	12, 259
COMPTON. CA. * 18915 LAUREL PARK RD.	1.03							
COMPTON, CA. AND 3019 EAST HARCOURT COMPTON, CA.	34610	C) 312,500	.130	050	406.	156.	203.	78
PERSONAL INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	24.	8	12.	4
BROAD FORM P D. TOTAL OF COMPTON	99981	NONE	-	5%	430.	8.	215.	86
ONTARIO, CA. *	- 10					1.50		
ONTARIO, CA.	7.12							
RUBBER, PLASTICS AND BONE PRODS BONE OR IVORY GOODS MFG.	30793	c) 93.750	.105	.050	98.	47.	49.	24
PERSONAL INJ EXCL "C" IS HEREBY DELETED	HHHHB	NONE	6%	5%	6.	2.	3.	1.
BROAD FORM P D.	99981	NONE	-	5%	-	2,		1.
TOTAL OF ONTARIO					104.	51.	52.	26
BV DS 8-18-8-19-76								ENDT

COMPREHENSIVE GENERAL LIABILITY INSURANCE (IN LIEU OF ORIGIN	-COVERAGE	PART		
	Q I ty C t ol	ld t l R po t	U d V t	

This Coverage Part forms a part of Policy No 56 C 428500 issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(Fo is early if this Coverage Part is effective after the effective date of the Policy)

7-1-76

(at the hour stated in the policy) and for

This Coverage Part is effective policy issued to

(at the hour stated in the policy) and forms a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto

Coverages	Œ	POS I Tree	ante Premiums	J00 g1			Limits of Liabil	itv
A — Bodily Injury Liability		2,196			\$	*	000 each occur	
2000, 00,000, 000					ľ			
					\$	*	000 aggregate	
B — Property Damage Liability	\$	1,075	.00		\$	*		rence \$250 DED
·					\$	*	000 aggregate	
Rating Classifications					Ra	tes	Advance	Premiums
Ent i h n pt pecifically poided i wh in thi poli y don t modify ny of the oth poil on of this pli y	,	Code No	Premium Bases	В	[	P D	ВІ	P D
(a) Premises — Operations			() Ar (b) F t g () R m t (d) Rec pt	() P (b) P () P (d) P	100 S Lin 100 \$100	FI IA FI IR mag		
(b) Escalators	$\perp$		( ) Landing	() P	Land	01		
(c) Independent Contractors	]		(f) Ca t	(f) P	\$100	fC t		
(d) Completed Operations			(g) Rec pts	(g) P	\$1 000	fR p		
(e) Products	_		(h) Sal	(b) P	\$1 00	I Sal	\	
SEE SCHEDULE (6)							4,377.00 DEPO	2,124.00 SIT
							2,196.00	1,075.00
		. D				EPOS IT	•	
Form Numbers of Endo sements forming part of this Co e 8 L3012 L3014 L3355 L3139 L3668 L31	12	GH-94	ÅL-808 (30)	тота	PRI	EMIUMS	s 2,196.00	, 1.075.00

If the Policy Period is more than one year the Premium is Payable

On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL 2 and CGL 3 of this form are hereby referred to and made a part hereof

This College Partishall not be binding unless counters gned by a duly authorized agent of the companion provided that if this Coverage Partitakes effect as of the effective date of the policy and it issue of said policy forms a partithereof counters gnature on the declarations tage of said policy by a duly authorized agent of the company chall constitute valid countersignature of this College Partition 1881.

Countersigned by

A thor sed As 1





(IN LIEU OF ORIGINAL)

Named Insured and Address

This endorsement forms a part of Policy No 56 C 428500 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said Policy unless another effective date is stated herein

Effective date

7-1-76

12 01 A M standard time at the address of the named insured as stated herein

It is hereby understood and agreed that the ESTIMATED ANNUAL Premium of \$ 186,168.00.

Will BE PAYABLE IN Installments as outlined in Schedule of Payments

(Insert be payable in or reduce the )

		ne iii oi reduce the 7	SCHEDULI	E OF PAYMENTS		
NO	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1	7-1-76	3,397.00	31,937,00	4,617.00		39,951.00
_ 2	8-1-76		14,196,00	2,053.00	1	16,249.00
3	9-1-76		14,194.00	2,052.00	1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16,246.00
4	10-1-76		14,194.00	2,052.00	- Mark	16,246.00
5	11=1=76		14,194.00	2,052.00	1 1,	16,246.00
6	12-1-76		14,194.00	2,052,00		16,256.00
7	1-1-77		14,194.00	2,052,00		16,246.00
8	2-1-77		14,194,00	2,052.00		16,246.00
9	3-1-77		14,194.00	2,052.00		16,246.00
10	4-1-77		14,194.00	2,052.00		16,246.00
11			-	-		
12						
TOT	ALS	3,397.00	159,685,00	23,086,00		186,168.00

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

ENDT #9

BV DS 8-18-8-19-76

Countersigned by

Authorized Agent



Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

7-1-76 Effective date

12 01 A M standard time

at the address of the named insured as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

### COMP GENERAL LIAB

IT IS AGREED THAT THE DECLARATION PAGE IS HEREBY AMENDED AS FOLLOWS TO REFLECT DEPOSIT PREMIUMS ON GENERAL LIABILITY. COMP GENERAL \$3,271 00 CONTRACTUAL \$126 00

TOTAL PREMIUM \$186,168 00

BV DS 8-18-8-19-76

ENDT. #10

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

Form AL 8-1 A Printed USA ISO







( IN LIEU OF ENDT #9 AND ORIGINAL)

Named Insured and Address

This endorsement forms a part of Policy No 56 ¢ 428500 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said Policy unless another effective date is stated herein

Effective date

7-1-76

12 01 A M standard time at the address of the named insured as stated herein

It is hereby understood and agreed that the (Insert orginal or additional or return)

ESTIMATED ANNUAL

Premium of \$ 187,845 00

BE PAYABLE IN (Insert be payable n or reduce the )

TEN

installments as outlined in Schedule of Payments

CCL	J C	OLL	ı =	ΛE	DA'	VM.	IENT	٠.

TOTA	ALS	3.397.00	160.928.00	23.520.00		187-845-00
12						
11						
10	4-1-77		14,305.00	2,090.00	#1506 DM	, 16,395.00
9	3-1-77		14,305 00	2,090 00	1/2/1 26	16,395 00
8	2-1-77		14,305 00	2,090 00	#1496	16,395 00
7	1-1-77		14,305.00	2,090 00	11/19/76 RY #1445	16,395 00
6	12-1-76		14,305.00	2,090.00	# 1380	16,395 00
5	11-1-76		14,305.00	2,090.00	9-16-76 # 1379	16,395 00
4	10-1-76		14,305.00	2,090.00	#1378	16,395.00
3	9-1-76		14,305.00	2,090.00	# 1377	16,395.00
2	8-1-76		14,302.00	2,096.00	# 1376	16,398.00
1	7-1-76	3,397.00	32,186.00	4,704.00	#1375	40,287.00
10	DUE DATE OF PAYMENT		BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE	Ha 16 76	TOTAL

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect is of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

ENDT #12

BV DS 8-25-8-26-76

Countersigned by

Authorized Agent

Form AL 570 Printed in U S A

# CA' ALTY INSURANCE POI 'Y



GENERAL POLICY PROVISIONS Form 8117

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page 1 the In urer (a stock insurance company herein called the company)

In consideration of the payment of the premium in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy agrees with the named insured as follows

#### COVER \GE

I ist in en affo lelb the Cerage Part f ig p thereof judy ct to unh limits of lability is are tated the enough ubject to ill the term of the poli having reference thereto

### SUPPLEMENTARY PAYMENTS

i iddition to the applicable lite. The company vall p LILIS

- (a) ill c pere rurred by the piper ill of tixed igret the instead in a unidefended by the comparemental litter to the entire amount of in judgment there is high it rues ofter entry of the judement and before the copiles prodo te deed of do ted nourt that pit of the jidget hich does not exceed the lint of the coppils habit thereon
- (b) pre 1 ums on appeal boads required in any such suit premiu is or bonds to refer entitle in it is such a for in a out to the excess of the applicable limit of linb bits of the policy
- i d the cost of bil boids required of the 11 L becaule of le to high the polyapple not to exceed \$250 pc bill ond but the compily hill have no oblight or to upply for cr turn han such bonds
- pen e incurred by the isirel for first aid to other at th t me of an accident for bolls i jirv to which the policy applies
- (d) reasonable expenses incurred by the insured at the company reque time a isting the companion the rive to at on or defense of an iclaim or suit including actual loss of earlings not to exceed \$25 per day

### **DEFINITIONS**

When u ed in the polit (including endor e near forming a part

automobile mean aland motor chicle trale or emit a ler designed for tra el on publi road (including in v it hitery or appiratus ittached thereto) but does not include it! qi p e t

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collapse hazard iclude tructural property dan ge a detied herein and p on try dage to any othe property it at the resulting therefrom ollapse of or contact. Structural property driving the ins the the resulting therefrom Structural property divide the inside ollapse of or structural njury to any building or true ture due to (1) grading of land excapting borny ingalling to the telling pile droug offerding work or cash or kerling on a grading underpoint grading or demolition 1 and language or tructure or remolition rebuilding of interesting turned uppet thereof the collapse nasadoctor of the language of the first document of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language of the language Inblits is assumed by the instead under his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder his edunder hi

completed operations hazard include bod ly p op its damage arising out of operations or relance upon a repreestato or arranty made at any time the repet the eto but oil if the bodily injusy or pope to da nage occurs after such operation has ebeen completed or abandoned and accurs a in from preme eo ned by or rented to the named insised. Operation i jude naterial parts or equipment furn shed in conjection there th. Operations shall be deemed completed at the earlie tof the

tollo rig times

- It her all operations to be performed by or or behalf of the a dinsured under the contract have been o upleted
- hen all operations to be performed by or on I chalf of the ielissied at the ite of the operation have been completed

hen the portion of the lork out of high the right or C has been put to it into ided use by i pr i r rgin i on ther than another of tractor or subcontractor engaged in performing operation for a principal is a part of the superpect

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The complet d ope at o s ha a d does no include bodily 1 j y or p ope ty damage ari ng out of

(a) operations in connection with the treportation of property unless the bod by a yury or pope by damage are equal of a condition in or on a vehicle created by the loading or unloading thereof

- (b) the existence of tools uninstalled equipment or abandoned or unit ed materials or
- (c) operations for which the classification stated in the policy or in the company manual specifies including completed operations

elevator means any hoisting or lowering device to connect floors or landings—hether or not in service and all appliances thereof including any car platform shaft hoistway stairway runway po er equipment and machinery but does not include an automobile secong hoist or a hoist without a platfor nouts de a building if without mechanical poler or if not attached to building wall or a hod or insterial hoist used in alteration construction or demolit on operations or an inclined conceyor used exclusively for carry in property or a dumby a ter used exclusively for carrying property and having a compartment height not exceeding four feet

explosion ha ard includes property liage arising out of bliting or xpl ion the xplosion laceridoe not include property da age (1) a inguitof the explosion of a ror term estels pping under peinte include prine no ers much nervor poet train the group pet to (2) are ignored operations perfore defor the allows distributed at contractor or (3) included within the complete pet of laad or the indergound property da age lid of (4) for hill the issued by the is linder in call to the lacet

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mobile equipment means a land ehicle (including any machinery or apparatus attached thereto) whether or not self propelled (1) not subject to motor ehicle regulation or (2) main tailed for use elclusiely on premises owned by or rented to the

na led ristifed incl. In its the a rimediately adjoining or (3) de yield for use pride the sole properties of affording mobility to equipment of the folloting type forming an integral part of or permanent lattached to uch ehicle pole of crane hole londer digger and drills concrete mixers (other than the mixin transit type) graders scrapers rollers and other road construction or repair equipment air only pressors pumps and generators including spraying welding and building cleaning equipment and geophy ical exploration and well servicing equipment.

named insured means the person or organization named in Item 1 of the declarations of the policy

named insured s products means goods or products manu factured sold handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle) but na edinsured s products shall not include a vending machine or any property other than such container rented to or located for use of others but not sold

occurrence means an accident including continuous or repeated expolure to conditions which result in bodily injury or properly datage neither expected nor intended from the standpoint of the insured

#### policy territory means

- (1) the United State of America its territories or po sessions or
- (2) international waters or air space provided the bodily i iju y or prope ty damage does not occur in the course of travel or trans portation to or from any other country state or nation or
- (3) anywhere in the vorld with respect to damages because of bodily is jiry or propely dasage arising out of a product which was sold for use or consumption—than the territory described in paragraph (1) above proceed the original suit for such datages a brought within such territory.

products ha ard include bodily injing and property dimage aritim, out of the idecdinsured sproducts or reliance upon a representation or varranty under at an at time with expect thereto but out fittle bodils. In vor propriety damage occur in any four premies oned by one ted to the acid ms cd and fittle physical posession of uch products has been reliaquished to other

property damage team (1) phy culting it to indestruction thing bl property luch occur during the policy period teleding the loop of use thereof it in time recition therefrom or (2) loof e of this ble property luch be a total beautiful or detroyed project duch loop tuse and only in occurrence during the policy period.

underground property damage hazard include under ground property damage as defined herein and p op ty di lage to a other property at any time resulting therefro as Underground property damage means poperty da lage to vire conduits pipes no is severs talks tunnels any similar property and a yap paratus in conjection there ith beneath the surface of the ground or after caused by and occurring during the use of mechanical equipment for the purpose of grading land priving excausing dilling borroling hill ig back filling or ple driving. The inder gond popely da lage ha addoes not include property damage (1) ars no out of operations performed for the nailed insued by in dependent contractors or (2) included vithin the completed ope a tois la ard or (3) for which liability is assumed by the insued under an incidental contract

### DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a pre un bas s for

- (a) Comprehe e General Lability Insurance or Oniers Tand load and Finants Limbility Insurance admissions means thotal umber of prons other than employees of the analysis of admitted to the event covered by the injurance or to cents conjucted on the premises whether on paid admission telescopy in planetary tickets or passes
- (b) Comprehensine General Imbility Insurance Manufacturers and Contractors Inbility Insurance Owners Landfords and Tenants Inability In urance Owners and Contractors Protective Inbit Insurance Owners and Contractors Protective Inbit Insurance cost mean the total cost to the amelias elvith respect to operation priferm d for the edus selvith respect to operation priferm d for the edus selvith it or ublet in connection with each peculic project including the office of illulator intervals and equipent furnished and or different for a first the execution of active work which the first hed by the machinists of intervals and call fee alloting bonuses or omitision made paid or due
- (c) Con preheisi e Gene al Liability I su three and Contractors Liability In urance Oner I aidlo do and Tenints Liability Insurance or Completed Operations and Products I liability I isurance receipts means the gross amount of mincy charged by the namel insured for such operations by the receipts does not other during the policy period as are rated in a receipts base other than receipts from telegating broadcating or notion pictures and includes taxes other than taxe high the liamed i isured collects as a separate item and remits directly to a governmental division.
- (d) Comprehensive General Liability Insurance Manufacturers and Contractor Liability Insurance on Overs Landlords and Femant Liability Insurance which includes coverage for tructural alterations very construction and demolition operation remuneration means the interferential earned during the politiper of big propriety and by Illemployees of the average of the average of the average of instance of the equation of the individual construction of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation of the equation o

- (e) Comprehe in elemental Lability In urance or Completed Operations and Iroducts I ability Insurance ales means the final unit final chief all the clist I or I other triding under hinner for ill good and product old or distributed dusing the policy period and charged during the policy period and charged during the policy period and charged during the policy period trialistics or care or repair and a lude to the first trick the hindress of repair and a lude to the first trialistics of the first find uch the oll to a sample steem and real to recover needs
- (f) Contrictual Liabilita In urince cost man the total cata tank indemnial e with respect tan contrict which insured fill rkltrul ket in connection with ach specific project cluding that a fall lib randerial and e juipment furnal had used and liver differul in the execution of useh work whether turns had be to owner contrict rareful becontrictor including all fall allowances bonuses or commission made paid or due
- (g) Garige In urance remuneration mean (a) the entire remuneration earned during the policy period by each Clas. A capliage and each Clas. C employee of the named in 1 subject to an iterage weekly maximum of \$100 and (b) the remuneration of each Class. B per on at a fixed amount of \$7,000 per annum with respect to Dealer Rick (Hazard 1) or \$5,200 per in him with respect to Non Dealer Ricks (Hazard 2).

#### Class A neans all clerical office e uplovee

Class B means all proprietor and officers active in the bunic and mactive proprietors or officers (other than an mactive proprietor or officer who is a pouse of an active proprietor or officer) who customatily drive an automobile

o ned b th u editiul and all ale min general man ag r er ce man  $\frac{1}{2}$  and chauffeur

Class C ie i cother e uplo ce

- d Corprehense Viion ble I bilt In irrise
  - (1) cost of hire ment that unit uned for (a the hir of litt 1/1 including that it rear munication of each employed (the nand in ured engaged in the operation of uch artomobiles subject to in a verage weekly maximum remainment on a 1 \$100 and for (b) pik up transportation or delarge energy of the energy of the property of the energy of the property of the energy of the requirement of link motor currier law of ordinance. The requirement of link motor currier law of ordinance. The requirement of link motor currier law of ordinance. The requirement of link motor currier law of ordinance is the rate for each \$100 or cost of hire. Hall be a confident of the little property of the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the law in the
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  - (3) Class 2 employees mean all emplo ee including of neers of the 11 tel 11st el not included in Class 1 persons

#### NUCLEAR ENERGY LIABILITY EXCLUSION

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1 Premium All premiums for this p, shall be computed in accordance in the company's rules raining plans premiums and minimum premiums applicable to the surance afforded he eight

and minimum premiums applicable to the surance afforded he en Premium designated in this policy as ad ance premium is a deposit premium only which shall be cred ted to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct

2 Inspection and Audit The company shall be permitted but not oblighted to inspect the named insured s property and operations at any time Neither the company s right to make inspections nor the making thereof nor any report thereon shall constitute an under taking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law rule or regulation

The company may examine and audit the named insured s books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance

- 3 Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law such insurance as afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contailed in this paragraph.
- 4 Insured's Duties in the Event of Occurrence Claim or Suit
- (a) In the event of an occurrence vritten notice containing particulars sufficient to dentify the isied and also reasonably obtainable information, it hierapect to the time place and cricinistatice, thereof and the name and indiresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the i isured the insured shall immediately forward to the company every demand notice summons or other process received by him or his representative
- (c) The ins red shall cooperate vith the company and upon the company sirequest assist in making settlements in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not except at his own cost voluntarily make any payment assime any obligation or incur any expense other than for first aid to others at the time of accident.
- 5 Action Against Company No action shall lie against the company unless as a condition precedent thereto there shall have been full compliance with all of the terms of this policy nor until the amount of the insu ed s obligation to pay shall have been finally determined edition ether by judgment against the insued after actual trial or by in the ingreement of the insued the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall there after be entitled to reco er under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a patty to any action against the insured to determine the insured slab litt nor shall the company be impleaded by the nsured or his legal representative. Bankruptcy or insolvency of the insured or of the insured setate shall not relieve the company of any of its obligations here under

The insurance afforded by this policy is primitry insurance pt v hen stated to apply in excess of or contingent upon the ab nice of other insurance. When this insurance is primary and the insired has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amount of the company's liab lity under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis whether primary excess or contingent the company shall not be liable under this policy for a greater proportion of the loss than that stated in the appl cable contribution provision

- (a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares the company shall not be liable for a greater proportion of such loss than would be pavable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid and with respect to any amount of loss not so paid the remaining insurers then continue to con tribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid
- (b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in surance against such loss
- 7 Subrogation In the event of any payment under this policy the company shall be subrogated to all the insured sights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such right
- 8 Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy nor shall the terms of this policy be aived or changed except by endorsement issued to form a part of this policy signed by an authorized representative of the company
- 9 Assignment Ass gnment of interest under this policy shall not bind the company until its consent is endorsed hereon if however the amed nsu ed shall de such insurance as is afforded by this policy shall apply (1) to the naned su ed silegal representative as the named insured but only while acting within the scope of his duties as such and (2) with respect to the property of the named si ed to the person having proper temporary custody thereof as insured but only until the appointment and qualification of the legal representative
- 10 Three Year Policy If this policy is issued for a period of three years any l mit of the company's liability stated in this policy as aggregate shall apply separately to each consecutive annual period thereof
- 11 Cancellation This policy may be cancelled by the named insu ed by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of uch ritten notice either by the named insued or by the company shall be equilalent to mailing.

If the named insured cancels earned premium shall be computed n accordance with the customary short rate table a d p ocedure. If the company cancels earned premium shall be computed prorata. Premium adjustment may be made either at the time can cellation is effected or as soon as practicable after cancellation be comes effective but payment or tender of unearned premium is not a condition of cancellation.

12 Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance

In Witness Whereof the Company has caused this policy to be signed by its President and a Secretary but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

Mechall William

The Schoen

## Amendment — Limits of Liability (Single Limit)



### THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No 56 C 428500 issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Effective hour is the

same as stated in the Declarations of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy r	elating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS LANDLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE	<ul> <li>(Coverage Part CGL)</li> <li>(Coverage Part CAL)</li> <li>(Coverage Part MC)</li> <li>(Coverage Part OLT)</li> <li>(Coverage Part K)</li> </ul>

#### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein shall be as stated herein subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Limits	of Liability
Bodily Injury Liability and Property Damage Liability	CGL-K	_{\$} 500	000 each occurrence
	CGL-K	_{\$} 500	000 aggregate — Division 1
		<u>\$</u>	000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability		\$	000 each occurrence

- Division 1 Applicable to damages because of bodily injury and property damage as specified in paragraph (b) in the Limits of Liability provision of this endorsement
- Division 2 Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company s liability is limited as follows

### Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company s liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

- (b) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 1 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage which is included in any of the numbered sub paragraphs below and in subparagraph (3) with respect either to the bodily injury or property damage or to the bodily injury and property damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
  - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any incidental contract relating to such operations but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures
  - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard
  - (4) all property damage for which liability is assumed under any contract other than an incidental contract to which the Contractual Lia bility Insurance if afforded applies

Such aggregate - Division 1 limit shall apply separately

- (i) to the property damage included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured
- (ii) to the sum of the damages for all bodily injury and property damage included in subparagraph (3) and for which insurance if any is afforded as stated in paragraph (b) above
- (iii) to the property damage included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured
- (c) The limit of liability if any stated in the Schedule of this endorsement as aggregate Division 2 is subject to provision (a) hereof respecting each occurrence—the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage.
- (d) For the purpose of determining the limit of the company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company—provided that if this endorsement takes effect as of the effective date of the policy and—at issue of said policy—forms a part thereof—countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

# Amendment — Limits of Liability (Single Limit)



### THE HARTFORD

Named Insured and Address

56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date Effective hour is the same as stated in the Declarations of the policy

This endorsement modifies such insurance as i	s afforded by the provisions of the policy relati	ng to the following	
COMPREHENSIVE GENERAL LIA	BILITY INSURANCE	— (Coverage Part	CGL )
COMPREHENSIVE AUTOMOBILE	LIABILITY INSURANCE	— (Coverage Part	CAL )
MANUFACTURERS AND CONTRA		— (Coverage Part	MC)
OWNERS LANDLORDS AND TE	NANTS LIABILITY INSURANCE	— (Coverage Part	OLT )
CONTRACTUAL LIABILITY INSUR	RANCE	— (Coverage Part	K )

### **SCHEDULE**

The limit of the company's liability against the following coverages as afforded under the provisions of each Coverage Part designated by symbol herein, shall be as stated herein, subject to all the terms of this endorsement and the policy having reference thereto

Coverages	Coverage Parts	Limits	of Liability
Bodily Injury Liability and Property Damage Liability		\$	000 each occurrence
		\$	000 aggregate — Division 1
		\$	000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability	CAL	s 500	000 each occurrence

- Division 1 Applicable to damages because of bodily injury and property damage as specified in paragraph (b) in the Limits of Liability provision of this endorsement
- Division 2 Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the Limits of Liability provision of this endorsement

It is agreed that with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the Limits of Liability provision thereof is amended to read as follows

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or property damage (3) claims made or suits brought on account of bod ly injury or property damage or (4) automobiles or mobile equipment to which this policy applies the company's liability is limited as follows

### Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to each occurrence is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury including damages for care and loss of services and all property damage as the result of any one occurrence provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such limit of liability shall be applied to provide the separate limits required by such law but the separate application of such limit shall not increase the total limit of the company's liability

- (b) The limit of liability it any stated in the Schedule of this endorsement as aggregate Division 1 is subject to provision (a) hereof respecting each occurrence the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bod ly injury and property damage which is included in any of the numbered sub-paragraphs below and in subparagraph (3) with respect either to the bodily injury or property damage or to the bodily injury and property damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Par
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below
  - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by indep indent contractors and general super ision thereof by the named insured including any such property damage for which liability is assumed under any incidental contraction lating to such operations but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premiors of sowned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures
  - (3) all bodily injury an property damage included within the completed opera ons ha ard and all bodily injury and property damage included within the products nazard
  - (4) all property damage for which liability is assumed under any contract other than an incidental contract to which the Contractual Lia bility Insurance if afforded applies

Such aggregate - Division 1 limit shall apply separately

- (i) to the property damage included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured
- (ii) to the sum of the damages for all bodily injury and property damage included in subpallagraph (3) and for which insurance if any is afforded as stated in paragraph (b) above
- (iii) to the property damage included in subparagraph (4) and separately with respect to each projel traway from premises owned by or rented to the named insured
- (c) The limit of liability it any stated in the Schedule of this endors ment as agbregat Division 2 is subject to a covision (a) hereof respiting each occurrence the total liability of the company under all Coverage Parts distributed in the Schedule vich respect to such stated limit of liability or all damages because of all bod by riving indigence rity damage.
- (d) For the purpose of delemining the limit of the company's liability of liability of purpose of delemining the limit of the company's liability of liability of purpose of delemining the limit of the company's liability of liability of purpose of delemining the limit of the company's liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liability of liabi

Nothing herein contained all be held to vary make after or extend any of the terms of ditions agreem in or declarations of the policy other than as herein stated.

This endorsement shall no be binding unless countersigned by a duly authorized agent or ne company provided that if this endorsement takes effect as of the effectile date of the policy and latissue of said policy follows a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endo sement

Countersigned by

Authorized Agent

## Comprehensive Automobile Liability Insurance **Coverage Part**

Coverages



56 C 428500 This Coloringe Part forms a part of Polica No 55 C 428500 issued by THE HAR Companied therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Co erige Part i effective

(at the hour stated in the policy) and form a part of the above designated

policy issued to

The Company in conideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees v th the named insired as follows

### **SCHEDULE**

CREDIT .920

Limits of Liability

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Advance Premiums

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Cointersigned by

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¹¹ Coverage lart shall not be boading unless counters gived by a duly authorized age to fithe company provided that if this Colerage lart takes effect to both the effective date of the policy and at the effective date of the policy and at the effective date of the policy and at the effective date of the company shall constitute valid counters grature of the Coverage lart

# **Automobile Medical Payments Insurance Coverage Part**



56 C 428500 This Coverage Part forms a part of Policy No

issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy) (at the hour stated in the policy) and forms a part of the above designated This Coverage Part is effective policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

Coverages		Advance Premium		Lım	its of Liability
F — Automobile Medical Payments	s	1,627.00	S	2,000	each person

	SCHEDUI	LE		
The insurance afforded is with respect to the follow company s liability against such coverage shall be				
Coverages	Advance Pr	emium	Lim	its of Liability
F — Automobile Medical Payments	s 1,627.00		s 2,000	each person
Designation of Automobiles—Division 1				
(1) Any owned automobile				
(2) Any hired automobile				
(3) XX Any licensed owned private passenger as tomobile		SEE SCHEDUL	LE (63)	
(4) \( \)\\\ \ny\\\ automobile\\\ described in the schedule\\ and\\\ described\\\	s gnated MP			
(5 - Any non ouned as tomob le			1	
(6)			Mca	lca,
Designated Person Insured—Division 2			Advanc	e Prcmium

Form Numbers of Endorsements forming part of this Coverage Part at issue

<u>A2036 A3114 A3718</u>

The cond t ons and provisions printed on page AMP 2 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

**Uninsured Motorists Insurance Coverage Part** 

56 C 428500

This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effect ie afte the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follows

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges The limit of the company s liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverage	Advance Premium	Limits of Liability		
U — Uninsured Motorists	\$ 2,276 00	5 15	000 each person	
		\$ 30	000 each accident	

Designated Insured

AND NORTH CAROLINA

A3506

Description of Insured Highway Vehicles (Check appropriate box)

Any automobile owned by the named insured

SEE SCHEDULE

- Any pr vate passenger automobile owned by the named insured
- 🔲 Iny highway vehicle to which are attached dealer's license plates issued to the named insured
- And highway teh cle designated in the schedule of the policy by the letters. UM and a highway chicle o ersh p of which sacqui ed during the policy period by the named i su ed as a replacement therefor
- Any mobile eq ipn ent owned or leased by and registered in the name of the na ed nsured

#### I COVERAGE U - UNINSURED MOTORISTS (Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally ent tled to recover as damages from the owner or operator of an uni isured highway vehicle because of bodily injury sustained by the insured caused by accident and arising out of the ownersh p maintenance o use of such ininsured highway tehicle provided for the purposes of this coverage determination as to whether the insired or such representative is legally entitled to recover such damages and if so the amount thereof shall be made by agreement bet een the insured or such representative and the company or if they fall to agree by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive as bety een the insu ed and the company of the issues of liability of such person or organization or of the amount of damages to vn ch the insured is legally ent tled unless such judgment is entered pursuant to an action prosecuted by the ins red with the vritten con ent of the company

#### Exclusions

This insurance does not apply

to vodily 114 v to an 11st rea with respect to hich such instred h legal representative or the person entitled to payment under this insurance shall without written consent of the company make any settleme t with any person or organization who may be legally liable therefor

- (b) to bod ly inju y to an insured while occupying a highway vehicle (other than an insu ed highway vehicle) owned by the named insu ed any designated insured or any relative resident in the same I ousehold as the named or designated insured or through be ng struck by such a vehicle but this exclusion does not apply med ins ed or his relatives while occ pying or if struck b a h ghuay vehicle o ned by a designated ins ed or his relatives
- (c) so as to inure directly or indirectly to the benefit of any workmen s and a so make directly of make the behind of any workheld so compensation or disability benefits carrier or an person or organ antion or disability benefits law or any similar law

#### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (1) the samed insured and any designated insured and while residents of the same household the spouse and relatives of either
- (b) any other person while occupying an insured rightay tenicle and
- ith re pect to damages he i entitled to reco er (c) any person because of bodily: 1 ry to which this insurance applies u tined by an insured under (1) or (b) above

The insurance applies separately with respect to each is ed except with respect to the limits of the company's liability

The conditions and provision printed on pages UM 2 and UM 3 of this form are hereby referred to and made a part hereof This Coverage Part half not be briding unless countersigued by a duly authorized yent of the company provided that if the Coverage Part takes effect as of the effective date of the policy and it is use of said policy forms part thereof countersignature on the declarations page of said policy by a duly authorized gent of the company shall confutute valid countersignature of this Coverage Lart

# PROTECTION AGAINST UNINSURED MOTORISTS COVERAGE (Automobile Bodily Injury Liability)

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#### FLORIDA AUTOMOBILE REPARATIONS REFORM ACT (AMENDATORY ENDORSUMINI)

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#### SECTION I

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#### SECTION II

### MODILICATION OF POLICY COVERAGES

#### SECTION III

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### SECTION IV

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## Personal Injury Protection Coverage (Colorado)



Named Insured and Address

56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE/GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

12 01 A M standard time at the address of the named insured as stated herein

SCHEDULE

Auto COVERAGE PREMIUMS DEDUCTIBLE AMOUNT \$ SEE SCHED \$ The benefits phyable for medical expenses because of PERSONAL INJURY PROTECTION \$ all bodily injury sustained by the named insured and \$ relatives in any one motor vehicle accident shall be subject to the deductible amount if any stated herein \$

The Company agrees with the named insured subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein as follows

#### SECTION 1

### Personal Injury Protection Coverage

The Company will pay in accordance with the Colorado Auto Accident Reparations Act personal injury protection benefits for

- (a) medical expenses
- (b) rehabilitation expenses
- (c) work loss
- (d) essential services expenses and
- (e) death compensation

incurred with respect to bodily injury sustained by an eligible in jured person caused by an accident arising out of the use or operation of a motor vehicle as a motor vehicle

#### Exclusions

This coverage does not apply

- (a) to bodily injury sustained by the named insured or any relative as a result of the use or operation of any motor vehicle owned by the named insured which is not an insured motor vehicle
- (b) to bodily injury sustained by any relative as a result of the use or operation of any motor vehicle owned by such relative with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect
- (c) to bodily injury sustained by any person
  - 1) caused by his own intentional act or
  - 2) while operating a motor vehicle as a convertor without a good faith belief that he is legally entitled to operate or use such vehicle
- (d) to bodily injury sustained by any person other than the named insured or any relative if the accident occurs outside the State of Colorado
- (e) to bodily injury sustained by any person while the insured motor vehicle is being operated in any jurisdiction in which and to the extent that coverage is afforded by reason of it y program statute law or administrative regulation through a government agency or publicly financed auto accident reparations plan.
- (f) to bodily injury sustained by any person arising out of the use or operation of a motor vehicle while located for use as a residence or premises
- (g) to bodily injury due to war whether or not declared civil vor insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
- (h) to bodily injury resulting from the radioactive toxic explo ive or other hazardous properties of nuclear material
- to bodily injury sustained by any person other than the named insured or any relative arising out of conduct occurring within the course of a business of selling repairing rividing storing parking or otherwise maintaining motor vehicles unless such conduct occurs off the business premises

### Definitions

When used in reference to this coverage

bodily injury means bodily injury sickness or diseale in cluding death resulting therefrom

death compensation means compensation on account of the death of an eligible injured person payable to hime tate

### eligible injured person means

- (a) the named insured or any relative who sustains bodily injury arising out of the use or operation of any motor vehicle
- (b) any other person who sustains bodily injury while
  - (1) occupying the insured motor vehicle with the consent of the named insured or
  - (2) a pedestrian if the accident involves the insured motor vehicle

essential services expenses means expenses reasonably incurred during his lifetime for essential services in lieu of those the eligible injured person would have performed without income but for the

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TOTAL PREMIUM \$

insured motor vehicle in the rish motor left cleaf. It hith in medinsured is the awaren it with less that the t

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged and
- (b) the named insured is required to maintain security under the Colorado Auto Accident Reparations Act

medical expenses means all reasonable and nece any expenses incurred for medical chiropractic optometric politicitic ho pital nursing xiray dental surgical ambilitate and prosthetic envices and nonmedical remedial care and treatment in indeed in accordance with a recognized religiou methol of healing performed within three years after the date of the accident

motor vehicle means any motor vilhel including trillers of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction.

named insured means the person or oil anization named in the declarations

occupying means in or upon entering into or alighting from

means any person not occupying a motor vehicle or pedestrian machine operated by a motor or engine

rehabilitation expenses means the real chable cost of necessary rehabilitation procedures or treatment and real or able and appropriate rehabilitative occupational training provided within years after the date of the accident. after the date of the accident

relative means the spouse or any other person related to the named insured by blood marringe or adoption (including a ward or fost including who is a resident of the same household as the named insured whether or not temporarily residing elsewhere

work loss mean loss of income during his lifetime from work the eligible injured person would have performed but for the bodily injury

Regardless of the number of persons insured policies or bonds applicable claims made or insured motor vehicles to which this coverage applies the Company's liability for personal injury protection benefits with respect to bodily injury sustained by any eligible injured person in any one motor vehicle accident is limited as follows:

- medical expenses shall not include rehabilitation expenses and the maximum amount phyable therefor shall not exceed twenty five thoush it dollars (\$25,000) less the amount of any applicable deductible set forth in the chedule of this endorse
- rehabilitation expenses shall not in lude medical expenses and the maximum amount payal le therefor shall not exceed twenty five thousand dollars (\$25,000)
- the maximum amount payable for work loss is one hundred percent (100%) of the first one hundred twenty five dollars (\$125) of loss of gross income per week (or pro-rata for such amounts for a lesser period) at 1 shall be payable only during a period commencing the day all 1 the date of the accident and not exceeding fifty two week (52) from such any the maximum amount payable for essential services expenses shall not exceed fifteen dollars (\$10) per day and shall be payable only during a period commencing the day after the date of the accident and not exceeding fifty two weeks (52) from such day
- such day
- the amount payable for  $\mbox{death}$  compensation is one thousand dollars (\$1 000)
- any amount payable by the Company under the terms of this coverage shall be reduced by any amount actually provided by any workmen's compensation law within the time period for payment of personal injury protection benefits

#### Policy Period Territory

This coving applies only to accidents which occur duing the policy period in 1 within the United States of America its teritories or possessions on C imida.

- A Action Again t Comp. ny. No ictio. It Il It is a titl. Car y unit. The condition precedent therefore the result is a term full compliance with . It the terms of this coverage.
- B Notice 1 th cent of an accident written notice could ming pure ficulars sufficient to identify the eligible injured person and 1 so real onably of the blandomation is splitting the timple on a circumstance of the accident shall be given by or or blandomation is so that circumstance of the accident shall be given by or or blandomatic in the circumstance of the accident shall be given by or or blandomatic in the circumstance of the accident shall be given by or or blandomatic in the circumstance of the accident shall be given by or or blandomatic in the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circumstance of the circum
- C Medical Report Proof of Claim: A soon a practicable the eligible in used person or someone on his behalf shill also to the Company staff a proof of claim and read his frequent including full particular of the nature and extent of the bodily injury treet ment and ehalf dilation received and contempt ted and he to his mornation a may as a titche Company in a terminal the amount due adopted to the cligible injured person. If the middle in and ment to staff a physicians selected by the Company when and a offer as the Company may reasonably a pure
- D Subrogation In the event of any phymicht under this covering the Company is story need to the rights of the person to whom or for whose benefit so hip lyments were mide to the extent of such payments in Luch person must execute a Lideliver mist mich to all papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- **E. Reimbur ciment and Trust Agreement** In the event of any pily ment to any pily roon under this coverage.
  - 1 the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person

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In the 7 cl 1 ligible injured person has other similar insurance including. If in unaccess will be und applie the to the accident the maximum covary under ill such in unaccesshall not exceed the mount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be hable for a greater proportion of any loss to which this coverage applies than the limit of hability hereunder bears to the sum of the applie the limit of hability of this coverage and such other insurance but this paragraph shall not apply to optional benefits pur chased by such eligible injured person for additional premiums on a voluntary basis.

#### SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person
- (b) any Automobile Medical Payments or Medical Expense Cover age afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person

### SECTION III

### **Statutory Condition**

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The premium for and the coverages of the policy have been established in reliance upon the provisions of the Colorado Auto Accident Reparations Act. In the event a court of competent jurisdiction de clares or enters a judgment the effect of which is to render the Colorado Auto Accident Reparations Act invalid or unenforceable in

whole or in part, the Company shall have the right to recompute the premium payable for the policy and at the option of the Company the provisions of this endorsement shall be voidable or subject to amendment

Nothing herein contained shall be held to vary waive after or extend any of the terms conditions agreements or declarations of the policy

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

## Personal Injury Protection Endorsement (Oregon)



56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date

Named Insured and Address

12 01 A M standard time at the address of the named insured as stated herein

#### SCHEDULE

COVERAGE	Auto No	PREMIUMS	The insurance for medical and	hospital benefits shall be subject	to a deductible of
	1	S SEE SCHEDULE	\$ applicable	le to	
Automobile Personal	2	\$	XX		
Injury	3	\$	each named insured	each named insured	the named Insured or
Protection	4	\$	1 1	and each relative	relative named herein
	5	\$	1	100 77 - 1	
TOTAL PREM	IUM \$	146 00	1 William	Ulro Dry	1510-

The Company agrees with the named insured subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein as follows

#### SECTION I

### OREGON PERSONAL INJURY PROTECTION

The Company will pay Oregon Personal Injury Protection benefits for

- (a) medical and hospital expenses
- (b) income continuation expenses
- (c) loss of services expenses and
- (d) funeral expenses

incurred with respect to bodily injury sustained by an injured person and caused by an accident arising out of the ownership mainten ance or use of ah automobile as an automobile

#### Exclusions

This insurance does not apply

- (a) to bodily injury sustained by any person
  - (1) who intentionally causes injury to himself or
  - (2) while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest
- (b) to income continuation expenses with respect to bodily injury sustained by any pedestrian other than the named insured or any relative in an accident which occurs outside the State of Oregon
- (c) to bodily injury due to war whether or not declared civil war insurrection rebellion or revolution or to any act or condition incident to any of the foregoing
- (d) to bodily injury resulting from the radioactive toxic explosive or other hazardous properties of nuclear material
- (e) to bodily injury sustained by the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured s regular use and not insured for Oregon Personal Injury Protection benefits
- (f) to bodily injury sustained by a relative while occupying any automobile owned by such relative or furnished for the relative s regular use and not insured for Oregon Personal Injury Protection benefits
- (g) to bodily injury sustained by any pedestrian other than the named insured or any relative to the extent that amounts are paid or payable to or on behalf of such pedestrian under any collateral benefits including but not limited to insurance benefits under another policy issued by this or any other insurer governmental benefits or gratuitous benefits
- (h) to bodily injury sustained by the named insured or any relative while occupying or while a pedestrian through being struck by any automobile other than the insured automobile with respect to which Oregon Personal Injury Protection benefits are in effect

### Definition

When used in reference to this insurance

automobile means a self propelled land motor vehicle or trailer other than (1) a farm type tractor or other self propelled equipment designed for use principally off public roads while not upon public roads (2) a vehicle operated on rails or crawler treads or (3) a vehicle located for use as a residence or premises

**bodily injury** means bodily injury sickness or disease including death at any time resulting therefrom

funeral expenses means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident

income continuation expenses means 70% of the injured per son s loss of income from work during a period of disability caused by bodily injury sustained by such person in the accident provided that

- (1) such person was usually engaged in a remunerative occupation at the time of the accident
- (2) the period of such disability continues for at least 14 consecutive days and
- (3) Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation or upon the expiration of not more than 52 weeks from the commencement of such disability whichever occurs first

### injured person means

- (a) the named insured or any relative who sustains bodily injury while occupying or while a pedestrian through being struck by an automobile
- (b) any other person who sustains bodily injury while occupying or using the insured automobile with the permission of the named insured or while a pedestrian through being struck by the insured automobile

insured automobile means a private passenger automobile of which the named insured is the owner to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged

loss of services expenses — means expenses reasonably incurred during a period of disability caused by bodily injury sustained by an injured person in the accident for essential services in lieu of those such person would have performed without income — provided that

- (1) such person was not usually engaged in a remunerative occupation at the time of the accident
- (2) the period of such disability continues for at least 14 consecutive days and
- (3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services or upon the expiration of not more than 52 weeks from the commencement of such disability whichever occurs first

medical and hospital expenses means all reasonable and neces sary expenses incurred within one year from the date of the accident for medical hospital dental surgical ambulance and prosthetic services

 $\boldsymbol{named\ in\ sured}$   $\boldsymbol{means\ the\ person\ named\ in\ Item\ 1}$  of the declarations of the policy

occupying means in or upon or entering into or alighting from

private passenger automobile means a 4 wheel private passen

ger or station wagon type automobile not used as a public or livery conveyance and includes any other 4 wheel automobile of the utility pickup body sedan delivery or panel truck type which is not used primarily in the occupation profession or business of the named insured or a relative other than farming or ranching

relative means a spouse and any other person related to the named in ured by blood marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured

#### Limits of Liability

Regardless of the number of persons or organizations insured policies or bonds applicable claims made or insured automobiles to which this insurance applies the Company's liability for Oregon Personal Injury Protection benefits with respect to bodily injury sustained by any one injured person in any one automobile accident is limited as follows

- 1 The total amount payable shall not exceed the sum of
  - (a) \$5 000 for medical and hospital expenses provided that with respect to each injured person to whom a deductible amount applies as shown in the Schedule of this endorse ment such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses
  - (b) \$750 per month for income continuation expenses
  - (c) \$18 per day for loss of services expenses and
  - (d) \$1 000 for funeral expenses
- 2 Any amount payable by the Company under the terms of this insurance to the named insured or any relative shall be reduced
  - (a) by the amount paid or payable to or on behalf of such person under any workmen's compensation or any other similar medical or disability benefits law
  - (b) by the amount of any medical hospital income continua tion loss of services or funeral benefits available to such person under any similar insurance provided under another automobile insurance policy
- 3 Any payments made by the Company under this insurance either as benefits to or on behalf of any injured person or as reimburse ment pursuant to ORS 743 800 to 743 835 to any other insurer or organization for such benefits paid by it shall be applied in reduction of the amount of damages which because of bodily injury sustained in the same accident such injured person may be entitled to recover from the Company or any other insurer under insurance afforded for either bodily injury liability or protection against uninsured motorists

### Policy Period Territory

This insurance applies only to accidents which occur during the policy period within the United States of America lits territories or possessions or Canada

### Conditions

This insurance is subject to the following additional Conditions

- 1 Notice In the event of an accident written notice containing particulars sufficient to identify the injured persons and also reasonably obtainable information respecting the time place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative
- 2 Action Against Company No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of this endorsement
- Medical Reports Proof of Claim As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim under oath if required including full particulars of the nature and extent of the injuries and treat ment received and contemplated and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to physical examina.

tions by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require

The injured person or in the event of his incapacity or death his legal representative shall upon each request from the Company execute authorization to enable the Company to obtain medical reports copies of records and information with respect to loss of income. The Company may require that the injured person as a condition for receiving income continuation expenses co operate in furnishing the Company reasonable medical proof of his inability to work.

- 4 Trust Agreement In the event of payment to any person of any benefits under this endorsement
  - (a) the Company shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made to the extent the damages recovered include any expense amount or payment for which such benefits were paid
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of any expense amount or payment which in the subject of claim made hereunder
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights
  - (d) If requested in writing by the Company such person shall take through any representative not in conflict in interest with such person designated by the Company such action as may be necessary or appropriate to recover such pay ment as damages from such other person or organization such action to be taken in the name of such person. In the event of a recovery the Company shall be reimbursed out of such recovery for expenses costs and atforney s fees incurred by it in connection therewith
  - (e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision
- Subrogation In the event of any payment under this endorse ment the Company shall be entitled to reimbursement pursuant to ORS 743 825 and shall be subrogated to the extent of such payment to all the rights of recovery therefor which the injured person to whom such payment is made may have against any person or organization and such person shall execute and deliver instruments and papers and do whatever else is neces sary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- Arbitration If any person making claim and the Company do not agree as to the amount payable hereunder then each party shall upon the written demand of either select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator or if unable to agree thereon within 30 days then upon the request of such person or the Company such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending The arbitrators shall then hear and determine the question or questions so in dispute and the decision in writing of any two arbitrators shall be binding upon the person and the Company each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules gov erning procedure and admission of evidence in courts of law

### SECTION II

It is further agreed that any Automobile Medical Payments or Medical Expense Coverage afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

# Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part



THE HARTFORD

This Coverage Part forms a part of Policy No ssued by THE HAR Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein issued by THE HARTFORD INSURANCE GROUP

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

COPY

policy issued to			<del></del>			
The Company in consideration of agrees with the named insured as follow	f the paymen 's	t of the premium and	subject to all	of the provisions	of the policy not express	ly modified hereir
Items		SCHE	DULE			
The Company in consideration of agrees with the named insured as follow Items  I (a) The insurance afforded is only charges and under each such more of the designating numagainst each such coverage shapes.	erals for tha	t purpose appearing ated herein subject	g in division t to all the t	(b) of this Item erms of this ins	The limit of the con surance having referen	npany s liabilıt
Coverages	★Covered Automo biles	Amount o ACV (Actual Cash V lu )	Deductibl	As separat ly	red b low mean tated in the Schedul of bil mad apath eof	Advance Premiums
O Comprehensive	CA <b>5</b> CA		\$ \$			s 6,174.
r Common	CA 5. CA		\$ \$			s 16,912
Q Fire Lightning or Transportation	CA CA					\$
K IDEII I	CA CA					\$
	CA CA					\$
i Combined Additional i	CA CA					5
(N t vailabl Calfm )	CA CA	\$25 for	each disablen	nent —		5
Form Numbers of Endorsements forming part of this Coverage Part at issue	75,000	Maximum Limi	<del></del>	,	Advance Premium for Endorsements	s
A3775 A3471 (63)	300,000	All covered automobiles at any one location TOTAL ADVANCE				s 23,086.
		e submitted ( M =	monthly C	2 = quarterly	S = semi annually)	
(b) Explanation of above entries desi  CA 1=all covered automobiles  CA 2=all registered covered automobiles of the passenger type  CA 4=all covered automobiles of the mercial type	nobiles he private	overed automobiles to v CA 5 = the covered autority of CA 5 = the covered autority of CA part hereof vehicles subparagraph (b) bile definition	tomobiles descovered Autom (including nevert to the poof the covered to the poof the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to the covered to	cribed in the nobiles made why acquired provisions of	nder each Coverage afford When also entered with 6 = excluding vehicles to insured 7 = excluding under C any vehicle not hav value of at least \$	CA 1 2 3 or 4 eased to the name follision Coverage

Schedule of Covered Automobiles as of effective date of this insurance (a) Description (b) Facts Respecting Purchase (c) Limit of Liability (if not stated in Item 1 above) Rates Advance Premiums Id 16 ( N (I) S IN (S) M ( N (M) Y ar Med i Body Typ Cap ty T d N m (Truk Lod G ll mag Bus S ting) Cla sufe SEE SCHEDULE (63) AUTO y lod Cg thith Twigispy bl ppart the named named dh. Lo Pr Purchased Mo./Y -N w (N) U d(U) R t g 2 (c) Limit of Liability-each covered automobile described in (a) above and covered for Advance Premiums AUTO N Rates Cov O Cov P Cov Q Cov R Cov S Cov T Cov Ded cubi 1

ACV means Actual Cash Value Totals \$ Except with respect to bailment lease conditional sale purchase agreement mort gage or other encumbrance the named insured is the sole owner of every covered automobile designated above as covered under this insurance unless otherwise stated

The conditions and provisions printed on pages PHF 2 PHF 3 and PHF 4 of this form are hereby referred to and made a part hereof This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company provided that if this Coverage Part takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part

2

17 _ _



Named Insured and Address

56 C 428500

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective date 12 01 A at the address of the named insured as stated herein 12 01 A M standard time

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

### OVERLOAD DAMAGE ENDORSEMENT

SEC 62 145

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED THAT THE CITY OF LOS ANGELES SHALL BE INDEMNIFIED FOR ANY LOSS, COST OR DAMAGE TO PUBLIC STREETS, CURBS OR SIDEWALKS, OR OTHER PUBLIC PROPERTY RESULTING FROM THE TRANSPORTATION OR MOVING OF ANY OVERLOAD OVER THE STREETS OF SAID CITY BY THE INSURED, PURSUANT TO ANY OVERLOAD PERMIT FROM THE CITY OF LOS ANGELES

AS TO THE INTERESTS OF THE CITY OF LOS ANGELES THE COMPANY ALSO AGREES THAT SAID POLICY OF INSURANCE SHALL BE NOT SUBJECT TO CANCELL-ATION EXCEPT AFTER NOTICE TO THE CITY ATTORNEY BY REGISTERED MAIL AT LEAST 30 DAYS PRIOR TO THE DATE OF CANCELLATION.

ELIXIR INDUSTRIES (ET AL)

17809 SOUTH BROADWAY						
GARDENA, CALIFORNIA 90248						
POLICY NUMBER 56 C 428500						
EFFECTIVE DATE 7-1-76						
EXPIRATION DATE: 7-1-77						
NAME OF INSURANCE COMPANY  HARTFORD ACCIDENT & INDEMNITY CO.  3435 VILSHIRE BOULEVARD  LOS ANGELES, CALIFORNIA 90010						
SIGNATURE OF AGENT						

BPW-15 3

NOTE

Nothing herein contained shall be held to vary waive alter or extend any of the terms conditions agreements or declarations of the policy other than as herein stated

TWO COPIES OF CERTIFICATE OF INSURANCE WITH A COPY OF THIS

ENDORSEMENT ATTACHED TO EACH IS REQUIRED BOTH THE CERTIFI-CATE AND ENDORSEMENT MUST BE HAND SIGNED BY THE AUTHORIZED

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy forms a part thereof countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement

Countersigned by

Authorized Agent

INSURANCE AGENT

NAME OF INSURED



### GARAGE INSURANCE COVERAGE PART

56 C 428500

This Coverage Part forms a part of Policy No issued by THE HARTFORD INSURANCE GROUP Company designated therein and takes effect as of the effective date of said policy unless otherwise stated herein

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above designated

policy issued to

ATTACH FORMS ALONG MARGIN BELOW THIS MARK

The Company in consideration of the pryment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the na i ed insi red as follows

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company subshirty nearnst each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto

Coverages	Limits of Liability	Hazards		Advance Premium
G Bodily Injury Liability	\$ 000 each person  \$ 000 each occurrence	(nage ope	e ations including  Automobile Hazard 1  Automobile Hazard 2  Escalators	s s 3,095 00
H Property Damage Liability	\$ 000 each occurrence subject to \$100 deductible as set forth in Limits of Liability provision	Garage ope	erations including Automobile Hazard 1 Automobile Hazard 2 Escalators	s s 371.00
EXPENSES FOR MEDICAL SERVICES			Premium Rate	
I Automobile Medical Payments	\$		% of Coverage G Premium	5
I and J Automobile and Prem ises Medical Payments	each person		% of Coverage G Premium	5
GARAGEKEEPERS LEGAL LIABILITY	Limits of Liability — each	location	Less Deductible	
K   Fire and Explosion	\s stated below			s 150 00
K 2 Theft of the Entire Automobile	As stated below			s 92 00
K 3 Riot Civil Commotion Mali cious Mischief and Vandalism	As stated below		\$35 cuch l cau cd b male ou no school r and all m	77 00
K 4 Collision or Upset	As stated below if C g K till t dbiw lloc lm f l p pe l l	4 fdd 1d \$5000 <i>bl</i>	s 250 ench loss cau cd by Collis on or Upset	s 174 00
Form Numbers of Endorsements form g p	ourt of the Coverage P t t u		Ad ance Prem for Endorsements	S
			TOTAL ADVANCE PREMIUMS	S

The following are the addresses of all premises where the named insured conducts garage operations

		GARAGE LIABILITY - P n 1 m B 1	GARAGE LIABI	LITY - R tes	CARAGEREEPERS	LEGAL LIABILITY
Loc tl n N	(Shwmin I loc tin if n Location N I)	(1) (2) (3) R m i n (4) T I N b (5) T I N mb		OOR mun in molil it Cog H	Limit of Li bility	M Imum No of Cu t m Aut m bil Sto ed
1 35 2. 11	GARDENA, CA.  Diptin fE It Cod Loc tin in B ilding No	(1) Class A \$ (2) Class B \$ (3) Class C \$ 60,000 (4) Furnished Attomobiles (5) Escalators	5.158	618	\$ 100,000	
2	D ip in fEs I t Cod Loc tin in Building No	(1) Class A \$ (2) Class B \$ (3) Class C \$ (1) Fur 1 shed A ito nobiles (5) Escalators			s	

All a tomobiles oned by the named insured are used principall in a geope also soft the ideal insured except as to files (1) issigned to the named insured apartier there for a member the eof or an executive other the eof or a fireside it of the same household the spoule of any of them or (?) furnished to 11 perso i or organization named belov

Automobiles owned b the in ied insired are furnished to the following persons or T organ zatio is for the riegular use for other busines purpoles or for o bullies purposes (do not list the na ed insired any partium member executive omeer or if a resident of the sime household the spouse of the of them unless more than one automobile is furnished concurrently to such per on indithen show only the number of automobiles so fur it hed it excess of inc)

Number of Such Automobiles

The conditions and promisions printed on page GM ? ( AR 3 and C AR + are hereborelerred to and mad a part here).

This Coverage Fart hill not be binding unless ount respected fixed fixed of the companition of the effect of the policy and the fixed policy torm of the effect of the policy and the fixed policy torm of the fixed fixed policy and the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the fixed policy to the companition of the fixed policy to the companition of the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixed policy to the fixe

### Standard Form of Endorsement Prescribed by the Public Utilities Commission of the State of California

# TO BE ATTACHED TO AND MADE A PART OF ALL POLICIES INSURING MOTOR VEHICLES SUBJECT TO REGULATION BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

### (Supersedes all endorsements heretofore required by said Commission)

The policy to which this endorsement is attached is an Automobile Bodily Injury Liability and Property Damage Liability policy and is hereby amended to assure compliance by the insured as a motor carrier of property with General Order No 100 Series and the pertinent rules and regulations of the Public Utilities Commission of the State of California

In consideration of the premium stated in the policy to which this endorsem nt is attached the Company hereby agrees to pay within the limits of liability hereinafter provided any final judgment rendered against the insured for bodily injury to or death of any person or loss of or damage to property of others (excluding injury to or death of the insured s employees while engaged in the course of their employment and loss or damage to property owned by rented to in charge of or transported by the insured) resulting from the operation maintenance or use of motor vehicles for which a certificate of public convenience and necessity or permit is required or has been issued to the insured by the Public Utilities Com mission of the State of California regardless of whether such motor vehicles are specifically described in the policy or not.

Within the limits of liability hereinafter provided it is further understood and agreed that no condition provision stipulation or limitation contained in the policy or any other endorsement thereon or violation thereof or of this endorsement by the insured shall relieve the Company from liability hereunder or from the payment of any such final judgment irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured However all terms conditions and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident claim or suit involving a breach of the terms of the policy and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement

It is understood and agreed that upon failure of the Company to pay any final judgment rendered against the insured as provided herein the judgment credit may maintain an action in any court of competent jurisdiction against the Company to compel such payment

The liability of the Company for the amounts provided in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident

### Schedule of Limits Bodily Injury Liability and Property Damage Liability

For bodily injuries to or death of one person	\$100 000	
For bodily injuries to or death of all persons injured or killed (subject to a maximum of \$100 000 for bodily injuries to or death of one person)	\$300 000	
For loss or damage to property of others (excluding cargo)	\$50 000	

Nothing in this endorsement shall be construed to limit or restrict any coverage otherwise provided by the policy of which this endorsement is made a part

Whenever required by the Commission the Company agrees to furnish to the Commission a duplicat original of said policy and all endorsements thereon

The Company further agrees that such insurance as is afforded by the policy and this endorsement against liability for injuries to or death of persons and damage to or destruction of property shall not be cancelled rescinded or suspended nor shall the cancellation rescission or suspension of the policy or this endorsement take effect nor shall the policy or this endorsement become void for any reason whatsoever until the Company shall have first given thirty (30) days notice in writing to the Public Utilities Commission of the State of California at its office San Francisco California said thirty (30) days notice to commence to run from the date notice is actually received in the office of said Commission

The Company further agrees that if the policy shall be cancelled or suspended or otherwise terminated and shall there after be reinstated notice in writing of such reinstatement shall immediately be given by the Company to said Commission at its said office

When countersigned by an authorized representative of the Company this endorsement becomes a part of Policy No 56 C 428500 HARTFORD ACCIDENT & INDEMNITY issued by 3435 WILSHIRE BLVD , LOS ANGELES, CA. 90010 (herein called Company) of **ELIXIR INDUSTRIES** 7-1-76 effective Countersigned at 3435 WILSHIRE BLVD . th 11TH day of **AUGUST** 19_76 this By (Signature) d Comp y R p JUDY MANN Name of Person Signing

### CONTRACTUAL LIABILITY INSURANCE (BLANKET COVERAGE) — COVERAGE PART

PRODUCER'S COPY

U d App ed	ર્યdent l ₹ po t	Und N t	
Q I ty Co t ol			

This Coverage Part forms a part of Policy No 56 C 428500

issued by THE HARTFORD INSURANCE GROUP

Company designated therein and takes effect as of the effective date of said policy unless otherwise stated here n

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective

(at the hour stated in the policy) and forms a part of the above de ignated

policy issued to

ATTACH FORMS ALONG MARGIN BELOW THIS MARK

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not express! modified herein agrees with the named insured as follows

SCHEDULE

.435 CREBIT

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

reference thereto				* 500 W	U LSL	
Coverages	Ac	Ivance Premiums			Limits of Liabil	ıty
YB — Contractual Bodily Injury Liability				\$ *	000 each occurrence 000 each occurrence 000 aggregate	
ZB — Contractual Property Damage Liability				\$ #		
				\$ *		
Dandwahlan of Compress	Code	Premium Bases	Rates		Advance Premiums	
Designation of Contracts	No	Free-num bases	ВІ	P D	ві	PD
		( ) Co t	() P \$1	1 D1 00		
		(b) S t	(b) P \$1	1000 fS1		
ALL WRITTEN CONTRACTS	17985	IF ANY	FLAT	CHG	141.00	104.00
BROAD FORM P D.	99981	NONE	-	5%	-	5.00
Form Numbers of Endorsements forming part of t	this Coverage	e Part at issue	TOTAL	ADVANCE	151 00	100 00
L3139			<u> </u>	rke WIUMS	s 141 00	s 109.00

If the Policy Period is more than one year the Premium is Payable

☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q)—x c & u

On effective date of Policy \$
The following exclusions also apply

1st Anniversary \$

2nd Anniversary \$

COVERAGE YB—CONTRACTUAL BODILY INJURY
LIABILITY

COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance shall become legally obligated to pay as damages because of

Coverage YB bodily nju v or Coverage ZB prope ty damage

to which this insurance applies caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend

- any arbitration proceed ng wherein the company is not entitled to exercise the insured s rights in the choice of arbitrators and in the conduct of such proceedings or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

#### Exclusions

This insurance does not appl

- (a) to liability ass med by the sied under an c denta o tact
- (b) (1) If the insu ed is an architect engineer or surveyor to bodily injury or prope v da nage ares no out of professional ervice performed by such insu ed including
  - (i) the preparation or approval of maps drallings up nons reports line schalage orders designs or pecifical on lind
  - (ii) uper isory inspection or engineering ervices
  - (2) If the indemnitee of the insured is an architect engineer or surveyor to the liability of the indemnitee his age atsoremployees arising out of

The conditions and provisions printed on pages KB? and KB3 of this form are hereby referred to and made a part hereof

This Coverage Part shall not be binding unless counter igned by a duly authorized agent of the compans of proceeding that if the Coverage Part take effect as of the effective date of the policy and at is use of said policy forms a part thereof countering in the declaration of page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage fact.

Counte signed by

Authorized Agent

A L'TACH FORMS ALONC MARCIN BILOW THIS MARK

### COMPREHENSIVE GENERAL LIABILITY INSURANCE—COVERAGE PARI

		<del>-</del>
U d App ed	1 1	J L d \ t
Q I ty Co t ol	po t	

56 C 428500 This Coverage Part forms a part of Police No issued by THE HARTFORD INSURANCE GROUP Company designated therein and take effect as of the effective date of said policy unle otherwie stated herein

(Fir i se only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effictive policy issued to

Corpeador

(at the hour stated in the policy) and form a part of the above designated

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein agrees with the named insured as follow

### **SCHEDULE**

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having * \$500,000 CSL

Coverages	Advance Premiums			Limits of Liability			
A — Bodily Injury Liability	s 4,377 00			\$ the 000 each occurrence			
				\$ *	000 aggregate		
B — Property Damage Liability	s 2,124.00			\$ #		ence \$250 DED.	
				S 🛊	000 aggregate		
Rating Classifications	Code			Rates	Advance P	remiums	
Entih in pta pecifically poid d 1 wh in h poliy do no modify any of thoth polin of thi polis	No	Premium Bases	В	I PD	Ві	P D	
(a) Premises — Operations		() Ar (b) F t 4 () R mun (d) R pt	() P (b) P () P (d) P	100 Sq F (A Lm Foo \$100 (R m \$100 (R p			
(b) Escalators		( ) Landing		L dung			
(c) Independent Contractors		(I) C 1	(f) P	\$100 f C	_		
(d) Completed Operations		(g) Rec pt	(g) P	\$1 000 f R pt			
(e) Products		(b) Sal	(b) P	51 000 fS l	_		
SEE SCHEDULE (6)					4,377 00	2,124 00	

Form Sumbers of En lor ement formi g part of th Co erage Part at issue

TOTAL ADVANCE PREMIUMS

68 L3012 L3014 L3355 L3139 L3668 GH-94 L3112 AL-808 DAY if the Policy Period is more than one year the Premium is Payable

CAMC) 2nd Anniversary \$ On effective date of Policy \$ 1st Anniversary \$ The conditions and provision printed on page CCL? and CGL 3 of this for n are hereb referred to a id made a part hereof

This Colerace Partishall of the bull quales of the cold by a duly authorized a ent of the companity provided that if this Coverage Partitake flect is of the effective date of the following tides and policy form a partithereof outternation of the declaration page of said policy by a duly authorized agent of the company stall out time and counters gnature of this Colerage last

Co tersiened by



## THE HARTFORD

PAGE 1

This schedule forms a part of Policy No 56 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein * 435 CREDIT

ATING CLASSIFICATIONS	Code	Premium	Rates		1		1	Additional or Return Premium	
t hee ecpt as specfclly poddelse here th plcy do ot modify ny of the oth rovs ons of th plcy	No	Bases	ВІ	PD	Premium B I	P D	B I	P D	
CALIFORNIA * 3321 AIRPORT RD., SACRAMENTO, CA.	T.12								
ALUMINUM WARE MFG FROM SHEET ALUMINUM	34610	c) 937,500	.130	.050	1,219	469.			
PERSONAL INJ. EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	73.	23.			
BROAD FORM P.D.	99981	NONE	-	5%		23,	-		
TOTAL OF SACRAMENTO		ļ			,292	515.			
COMPTON, CALIF * 18915 LAUREL PARK RD , COMPTON, CA AND 3019 EAST HARCOURT,	T 03	<b>c</b> )							
COMPTON, CALIF.	34610	312,500	.130	.050	406	156.			
PERSONAL INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	24	8			
BROAD FORM P.D.	99981	NONE	-	5%		8.			
TOTAL OF COMPTON					430	172			
PHTARIO, CALIF. * 1380 SO BON VIEW AVE., PHTARIO, CA.	T.12		;						
RUBBER, PLASTICS AND BONE PRODS BONE OR IVORY GOODS MFG	30793	c) 93,750	105.	050	98	47.			
PERSONAL INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	6	2.			
BROAD FORM P D TOTAL OF ONTARIO	99981	NONE	-	5%	104.	2, 51	•		
								i di mana	



THE HARTFORD

This schedule forms a part of Policy No 56 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein 

435 CREDIT

Effective date	12 01	A M standar	d time					
RATING CLASSIFICATIONS Ent sh pt pcf lly poydd i	Code	Premium	Rates		Annual Premiun	15	Additional or Return Premium	
Ent sh pt pcflly povddi whith poly do not modfy y of thoth psfthply	No	Bases	ВІ	P D	ВІ	P D	ВІ	PD
CITY OF INDUSTRY, CALIF. * 17770 ROWLAND ST., CITY OF INDUSTRY, CA	T.03							
ALUMINUM WARE MFG FROM SHEET ALUMINUM	34610	C) 12,500	.130	050	16	6		
PERS. INJURY EXCL "C" IS HEREBY DELETED	111118	NOME	6%	5%	Į į	INCL		
BROAD FORM P.D. TOTAL OF CITY OF IND.	99981	NONE		5%	17	INCL 6		
GARDENA, CALIF. # 17905 S. BROADMAY, GARDENA, CA. 18025 SO. BROADMAY, " 18037 SO. BROADMAY, " 16815 SO. BROADMAY, " 17809 SO BROADMAY, " 15722 SO BROADMAY, "	т 03							
ELECTRICAL APPARATUS MFG. INCL FIXTURES OR APPLIANCES	36904	c) 375,000	130	035	488	131.		
ELECTRICAL APPARATUS INSTALLATION OR REPAIR RUBBER, PLASTICS AND BONE PRODS.	17313	c) 62,500	.705	.283	441	177-		
BONE OR IVORY GOODS NEG.	30793	62,500	.105	050	66	31		
PERSONAL INJ EXCL "C" IS HEREBY DELETED	11111B	HONE	6%	5%	60.	17.		
BROAD FORM P.D. TOTAL OF GARDENA	99981	NONE	-	5%	1,055	373.		
	1		4	1	}	1	1	1



THE HARTFORD

PAGE 3

This schedule forms a part of Policy No by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein 435 CREDIT

Effective date  RATING CLASSIFICATIONS		A M standar	Rates	Annual				Additional or	
Ent sh cpt spcfc llypoddels whe thsplcyd ot m dify a y of thoth	Code	Premium	\		Premiums		Return	Premiun	
on fth policy	No	Bases	B 1	PD	BI	PD	BI	P D	
OREGON * P D BOX 206, AURORA, OREGON	T.36								
ELECTRICAL APPAR. MFG - INCL FIXTURES OR APPLIANCES	36904	c) 156,250	.0 <del>4</del> 0.	.030	63.	47.			
NETAL GOODS NFG.	34904	C) IF ANY	.040	.030	-	-			
PERS. INJ EXCL "C" IS HEREBY DELETED	111118	MONE	6%	5%	4	2.			
BROAD FORM P.D TOTAL OF OREGON	99981	NONE	-	5%	67	2. 51	•		
ARIZONA * 219 S. HULBERRY, NESA, ARIZ.	T.02 36904 34904	C) 62,500 IF ANY	049 049	.019 019	31	12.			
PERS INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	2	t			
BROAD FORM P.D TOTAL OF ARIZONA	99981	NONE	-	5%	33.	14.	•		
COLORADO 6945 N. FEDERAL, DENVER 6935 N. FEDERAL, DENVER	7.05 34904 36904	C) 31,250 C) IF ANY	026 026	039	8 -	12			
PERS INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	INCL	. 1.	   		
BROAD FORM P.D TOTAL OF COLORADO	99981	NONE	-	5%	-8	14.	-		



THE HARTFORD

PAGE 4

This schedule forms a part of Policy No by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

RATING CLASSIFICATIONS			10-4		Annual		Additio	nal or
	Code	Premium	Rates		Premiui		Return	Premiun
th pt pfllypddl h thplyd tmdfyyfthoth sfthply	No	Bases	BI	PD	ВІ	P D	ВІ	P D
KANSAS ± P 0 BOX 66, OSWEGO, KANSAS P 0 BOX 686, NEWTON, KANSAS	T.15	c)		c c	*			
METAL GOODS HFG.	34904	62,500	-028	-014	18.	9.		
ELECTRICAL APPARATUS NFG - INCL FIXTURES OR APPLIANCES	36904	IF ARY	028	.014	-	-		
PERS. INJ EXCL "C" IS HEREBY DELETED	HIIIB	HONE	6%	5%	1.	INCL		
BROAD FORM P D	99981	NONE	-	5%	_	INCL		
TOTAL OF KANSAS					19	9.		
TEXAS P O DEAUVER B, MIDLOTHIAN	T.42 36904 34 <del>9</del> 04	C) 187,500 IF ANY	.093 093	067 -067	698	503		
PERS INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	42	25		
BROAD FORM P D TOTAL OF TEXAS	99981	NONE	-	5%	740	25. 553	•	
INDIANA ± P O BOX 729, ELKHART, IND 2040 INDUSTRIAL PKWY., ELKHART P O BOX 526, WAKARUSA, IND.								
ALUMINUM WARE HFG	34610	C) 625,000	-049	-023	306	144		
ELECTRICAL APPAR	36904	IF ANY	049	023	-	-		
PERSONAL INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	18	7		
Broad form P D Total of Indiana	99981	NONE	-	5%	324	7. 158		



# THE HARTFORD

PAGE 5

This schedule forms a part of Policy No by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein .435 CREDIT

ATING CLASSIFICATIONS	Code	Premium F		Rates		Annual Premiums				Additional or Return Premiu	
nt h cpt spfllypddls when ths plydo tmdfy ay of thothe rov as of th polcy	No	Bases	ВІ	PD	B I	PD	B I	P D			
PENNSYLVANIA * P O BOX 684, LANCASTER, PA.	T.37-13	<b>c</b> )				÷					
ELECTRICAL APPAR	36904	93.750.	.037	015	35.	14.					
METAL GOODS HFG.	34904	C) IF ANY	-037	.015	-	-					
PERS. INJ EXCL "C" IS HEREBY DELETED	11111B	HONE	6%	5%	2.	1.					
BROAD FORM P.D. TOTAL OF PENN.	99981	NONE	-	5%	37.	16					
GEORGIA * P O BOX 150, DOUGLAS, GEORGIA P O BOX 660, FITZGERALD, GEORGIA	T to	<b>6</b> 3									
ELECTRICAL APPAR	36904	C) 281,250	026	025	73.	70.					
NETAL GOODS HEG	34904	62,500	026	025	16.	16.					
PERS. INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	5.	4.					
BROAD FORM P D. TOTAL OF GEORGIA	99981	HOME	-	5%	94.	94.	•				
FLORDIA * P 0 BOX 885, LAKELANO, FLO.	T09-06					ļ -					
ELECTRICAL APPAR	36904	62,500	.065	026	41.	16.					
METAL GOODS MFG	34904	IF ANY	065	026	-	-					
PERS INCL EXCL "C" IS HEREBY DELETED	111113	NONE	6%	5%	2.	1.					
BROAD FORM P D	99981	NONE	-	5%	43	18.	•				



THE HARTFORD

PAGE 6

This schedule forms a part of Policy No 56 C 428500 issued to by THE HARTFORD INSURANCE GROUP company designated therein and takes effect as of the effective date of said policy unless another effective date is stated herein

ffective date	12 01	A M standar	d time			CRED		
RATING CLASSIFICATIONS	Code	Premium	Rates		Annual Premiums		Addition	ial or Premium
Ent h cptsspefllypovddl whe thplcydo tmdfynyofthoth oonsofthspolcy	No	Bases	ВІ	P D	ВІ	P D	ВІ	P D
1DAHO * P 0 BOX 7986, BOISE, IDAHO	T.11							
METAL GOODS MFG.	34904	IF ANY	.057	020	-	-		
ELECTRICAL APPAR.	36904	IF ANY	.057	.020	_	-		
DOOR, DOOR FRAME OR SASH MFG WOOD COVERED WITH SHEET METAL	34401	c) 156,250	.057	.020	89.	31.		
PERS INJ EXCL "C" IS HEREBY DELETED	111118	NONE	6%	5%	5	2		
BROAD FORM P.D TOTAL OF 1DAHO	99981	NONE	-	5%	94	2. 35.	,	
CALIF. HISC. *					-			
C) INDEPENDENT CONTRACTORS	16291	IF ANY	013	011	7 MP	8 KP		
EXCESS LIMITS TOTAL OF MISC.	99901	HONE	FLAT	CHG	13.	37. 45.		
					INCL			

THY	THE HARTFORD
	THE LEMINITURED IN CRANCE CROS
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8 ∏ Hartford F e Insurance Company 5 Hartford Accident and Indemnity Company 2 ⅓ Hartford Casualty Insurance Compary

© 3 New York Underwers Insurance Company

∑ Twin City Fire Insurance Company

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Named Insured and Addres

This Endorsement forms a part of \$\mathbb{A}\$ Policy \o \subseteq Bond No issued by THE HARTFORD INSURANCE GROUP company designated therein and take effect as of the effective date of said policy unless another effective date is stated herein

ELIXER INDUSTRIES (ET AL) 17809 S BROADWAY GARDENA, CA 90248

Effective date

7-1-76

Effective hour is the same as stated in the Declarations of the Policy

Note If this endor ement is issued to form a part of a bond the word Policy as used herein means Bond

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MINNESOTA WILSHIRE INS AGCY

The insurer with respect to each over ige shall be as designated by Co Code Number

( ( J	C (Nut m 1 1)	PnimF Stt	Cd (th 1 A ntl)	P ml m I St t
5	Bodily Lijury	TBD	General Linb lit	TBD
5	Medical Payments	S TBD	Workmen's Comp instition	
_5_	I roperty Damage	S TBD	Burglar	\$ 
_5_	Comprehensive	5 TBD	Glass	<u> </u>
5	Collision Other (spec fv)	s TBD	Bond Other (specify)	s
		5	1	^l s

Nothing his cost of half beheld to a vice after preximinal of the term out to any engine and to any engine at the policion of the cost of the policion of the policion of the cost of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the policion of the poli

The counters gnature hereto by a duly authorized agent of the company is to be considered the valid countersignature to the above policy of the resconcerns that portion of the Risk located in the State named above

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← [j Hartford Fir Ir ur nee Company ○ 5] Hartford Accident ind Indeminity Fom any □ [3] Hartford C sualty Insurance Company

 □ [6] New York Underw Iters Insurance Company

 □ [7] Twin City Fire Insurance Company

Named Insured and Address

This Endor ement forms a part of Policy No Bond No is ued by THE HARTFORD INSUR ignated therein and take effect as of t unless a jother effective date is stated by	he effective date of said policy
	7-1-76

ELIXER INDUSTRIES (ET AL) 17809 S BROADWAY GARDENA, CA 90248

RLCEIVED SEP 1 0 1976

Effective date

Effective hour i the sam as stated in the Declarations of the Polic

Note If this endorse ient is issued to form a par of a bond the word Policy as used herein ieans Bond

Stt [ wiii tii d m ii u d MINNESOTA

Podu ing Ag nto B k

WILSHIRE INS AGCY

The insurer with respect to each co-erage shill be as designated by Co-Code Number

( J	Co (Nut m ill)		Pnin F Stt	C d	C C (oth tl \u n til)	P ml m F St
5	Bodily Injury	ş	TBD	5	General Liability	TBD
5	Medical Layments		TBD		Workmen's Compinsation	\s
5_	Property Damage	\$	TBD		Burglary	s
5	Comprehensi e	\$	TBD		Glass	5 -
<u>5</u>	Collision Other (specify)	5	TBD	_	Bond Other (specif )	<u></u>   <u>s</u>
		5				s

Nothing hire coult used shall be held to viry valve index or extend any of the terms conditions agreements or declarations of the policy other thiins her istated

The counters gnature hereto bill a duly authorized agent of the company in to be considered the indicounter ignature to the above policy in so for as concerns that po tion of the Risk located in the State named above

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<u>B</u>	THE HARTFORD
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435	Q QN

B III Hartford Fire Insurance Company
III Hartford Accident and Indemnity Company
III Hartford Casualty Insurance Company

♣ 6 New York Underwi cers Insurance Company

□ ☑ Twin City Fire Insurance Company

...

Named Insured and Address

This Endorsement forms a part of Policy No Bond No issued by THE HARTFORD INSURANCE GROUP company designated therein and take effect as of the effective date of said policy unless another effective date is stated herein

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Effective date

7-1-76

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MINNESOTA P duiga to Bok
WILSHIRE INS AGCY

The issurer with respect to each coverage shall be as designated by Co. Code Number

ر م د	Co ra (\ m bil)	Pni FS t	Cor Cor Cd (th thin \ m bil)	P ml m Γ St t
5	Bod ly Lijury	TBD	5 General Liability	TBD s
5	Mc I cal Lavments	s TBD	Workmen s Compensation	>
5	Property Damage	s TBD	Burglary	<u> </u> s
5_	Comprehensive	s TBD	Glass	<u>s</u>
5_	Collision Other (specify)	, TBD	Bond Other (specify)	s
	Other (specify)	\$	Other (specify)	\$

Nothing here in continued shall be held to vary an endition of the terms conditions agreements on declarations of the policy other than its herein stated.

The counte's gnature hereto by a duly autholized gell to fit elempin is to be considered the valid counter ignature to the above policy in so far as concernithat portion of the Risk located in the State in media be elementated.

far as concer that portion of the R sk located in the State and above

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	IN LRANCE GROUP
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ଟ୍ଟି [] Hartford F re Insurance Company ଓ ରୁ Hartford Accident and Indemnity Company ଓ ରୁ Hartford Casualty Insurance Company 8 (3) New York Underwers Insurance Company (2) Twin City Fire Insurance Company

Named Insured and Addres

This Endorsement forms a part of Policy No Bond No issued by THE HARTFORD INSURANCE GROUP company designated therein and take effect as of the effective date of said policy unless another effective date is stated herein

ELIXER INDUSTRIES (ET AL) 17809 S BROADWAY GARDENA, CA 90248

7-1-76

Effective date

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Note If this endorsement is issued to form a part of a bond the word Policy as ised he ein means Bond

St t f will thi nd m nt i ued P d ing \q nt B k MINNESOTA WILSHIRE INS. AGCY The this rer with respect to each coverage shall be as designated by Co Code Number 631 C a C (th th \u m bil ) P mi m F St P Imf Stt n til) 5 TBD 5 TBD Bod ly I nur General Liabilit 5 TBD Medical Palments Workmen's Compensation TBD Propert Damage Burglary TBD 5 Co nprehens ve Glass 5 TBD Coll sion Bond Other (specify) Other (specify) S

Noting it on the edishall be held to vary as we alter or extend a of the terms conditions agreements or declarations of the policy other than a horizontal restated.

The counters gnature hereto by a duly authorized agent of the company is to be considered the valid countersignature to the above policy in so far as concerns that portion of the Risk located in the State named above

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g [] Hartford F re Insurance Company
[5] Hartford Accident and Indemnity Company
[6] [3] Hartford Casualty Insurance Company

• 6 New York Underw cers Insurance Company • 2 Twin City Fire Insurance Company

Named Insured and Addres

This Endorsement form a part of Policy \o Bond \o issued by THE HARTFORD INSURANCE GROUP company de ignated therein and take effect as of the effective date of said policy unless another effective date is stated herein

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St t f whi h thi ndo m nt i issu d

MINNESOTA

Podu i g Ag nt B k

WILSHIRE INS AGCY

The insurer with respect to each coverage shall be as designated by Co Code \umber

(v)	(\ m b1)	P mim Fo Stt	Co	Co L oti i Nuomili)	P mium Fo St t
5	Bodily Injur	TBO S	5	General Liability	TBD
5	Medical Parments	s TBD		Workmen's Compensation	\$
5	Property Damage	S TBD		Burglarv	\$
5	Comprehensi e	s TBD		Glass	<u>'s                                      </u>
5	Collision	s TAD	_	Bond Other (possifi)	\$
	Other (specify)	s		Other (specify)	s

Nothing he end of three shall be held to any one after or extend any of the term conditionsing ree matter or declarations of the policy other than as here a stated

The countersignature hereto bill a duly authorized agent of the company is to be considered the valid countersignature to the above policy in so far as concerns that portion of the Risk located in the State named above

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⊎ ∏ Hartford Fire Insurance Company ∪ ∑ Hartford Ac ident and Indemnity Company ∪ ဩ Hartford Casualty Insurance Company

© New York Underwriters Insurance Company

2 Twin Ci y Fire Insurance Company

CDI TO I	
This Endorsement forms	56 <b>C</b> 428500
a part of 🗖 Policy No 🗌 Bond No	
issued by THE HARTFORD INSUR	
ignated therein and take effect a of t	
unless another effective date is stated b	nerein

In ned Insured and Addr s 6/ 8/ 43S 17809 S BROADWAY GARDENA, CA 90248

Effective date

7-1-76

Effective hour i the same as state lim the Declarations of the Policy

Note If this endorsement is iss ied to form a part of a bond the word Policy as used ie ein means Bond

St t fo whi h thi ndo sem nt i i u d Podulg Agnt B k WASHINGTON WILSHIRE INS AGCY

The insurer with respect to each coverage shall be as designated by Co. Code Number

Cod	C ri (Aut m HI)	l ImΓ St t	∥ C ı	(h l A m lil)	Pnin F Stt
5	Bodily Injury	, TBD	5	General Liabilit	S TBD
5	Medical Payments	TBD		Workmen's Compensatio	\$
5	1 roperty Damage	, TBD	1	Burglary	\$
5	Comprehensi e	s TBD	_	Glass	s
5	Collision Other (specify)	s TBD		Bond Other (specify)	s

Notling here it ontilized shill bill hild to virital and extend any of the terms conditions agreements or declarations of thild policion other that is he constated

The counter ignature hereto by a duly authorized agent of the company is to be considered the valid countersignature to the above policy in so far as concerns that portion of the Risk located in the State named above

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N. n y Loc tion	1 ( 1 b) (R d y/2)
	1 Sector ( farmal
F m G 1760 7 P td US \ 6 0	Serille 1- rx

DAILY REPORT No SF 101727 NEW

THE LINTRAL NATIONAL INSURANCE COMIL Y OF OMAHA NEBRASKA

AGT 36480 WILSHIRE INS AGENCY 680 WILSHIRE PL LOS ANGELES, CALIF 90005 (B)

Insured s Name and Mailing Address ELIXIBR INDUSTRIES 17809 SOUTH BROADWAY GARDENA, CALIFORNIA

8/1/75

8/1/77

RECEIVED

1 UG 2 9 1975

Inception (Mo Day Y ) Exp ation (Mo Day Y )

Years

AMOUNT 500,000	RATE		PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF PREM PAY PLAN	PERIL(S)	NBFU CODE	Сом		
<del>250,000</del>	ACREED			12,500	FIRE AND LIGHTNING	10-			
P/0 \$1,500,000				incl incl	ALL RISKS INCL	סאים מט.	-		
25,000 TOTA	L PREMIUM P P P	TOTAL(S)	MIN DEPOSIT /PREM	12,500	#1056	975 Me	•		
Item and Extended Cov Co-la	Cent of nsurance plicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED  Show construction type of roof and occupancy of building(s) covered or containing the property cov red if occupied s dwelling at te n mbe of families.							
1 250,000 50	0000 BLAN	WET ALL P		LUDING					

70 \$1,500,000

PER PORMS ATTACHED

MANUSCRIPTED

Subject to Form No(s)

Mortgage Clause Loss if any on building items shall be payable to

LOS ANGELES, CALIFORNIA

8/26/75

- 550x-02.7E

## SCHEDULE OF LOCATIONS

	CALIFORNIA 405
1	15722 AND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
<b>2</b>	CALIFORNIA  15722 AND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA  16815 SOUTH BROADWAY, GARDENA, CALIFORNIA  17809 SOUTH BROADWAY, GARDENA, CALIFORNIA  17905 SOUTH BROADWAY, GARDENA, CALIFORNIA  17925-18001 SOUTH BROADWAY, GARDENA, CALIFORNIA
<b>(3</b>	17809 SOUTH BROADWAY, GARDENA, CALIFORNIA
(4	17905 SOUTH BROADWAY, GARDENA, CALIFORNIA
(3.	17925-18001 SOUTH BROADWAY, GARDENA, CALIFORNIA
<b>6</b> -	18020 AND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
(6. (7) (8)	18025-37 SOUTH BROADWAY, GARDENA, CALIFORNIA
<b>(8</b> )	17770-17880 BOWLAND AVENUE, CITY OF INDUSTRY, CALIFORNIA
9.	7110 FENWICK LANE, WESTMINSTER, CALIFORNIA -CUT
10,	18915 LAUREL PARK ROAD, CARSON, CALIFORNIA
Ð.	1480 BONVIEW STREET, ONTARIO, CALIFORNIA (16, 9146 Olive Dring
12 332	3343 3321 AIRPORT ROAD, SACRAMENTO, CALIFORNIA
13)	3019 EAST HARCOURT, COMPTON, CALIFORNIA (17) 1914 South Kingston St.
14	3028 EAST LAS HERMANAS, COMPTON, CALIFORNIA
14	1480 BONVIEW STREET, ONTARIO, CALIFORNIA  3343  3321 AIRPORT ROAD, SACRAMENTO, CALIFORNIA  3019 EAST HARCOURT, COMPTON, CALIFORNIA  3028 EAST LAS HERMANAS, COMPTON, CALIFORNIA  3020 & Las Hermanes, Compton California  18026 S Broadway, Landena.  ARIZONA  16. 9146 Olive Druge  Spring Velley, Ca  17140 South Kengoton St  Canson, Ca  18026 S Broadway, Landena.  18026 S Broadway, Landena.  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18026 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18027 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  18028 Nove Malera  1802
(1)	1346 WEST BROADWAY AND 219-263 MULBERRY, MESA, ARIZONA

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No SF 101727

ROUTE 1, AURORA, OREGON

OREGON

of the

CENTRAL NATIONAL INSURANCE COMPANY

7914-S E 82ND STREET, PORTLAND, OREGON

Issued to Section No ELIXIER INDUSTRIES

Endorsement No

Effective

8/1/75

# SCHEDULE OF LOCATIONS (PAGE -2-)

	WASHINGTON [ Columbia K of
<b>4</b> 2.	2000 VAN COUVER WAY, VANCOUVER, WASHINGTON - Tevised to 2000 [ Columbia 14 of Route 1, Tonasket, Olanagan County, Washington) - or son adding 1 to row policy by sed IDAHO
	IDAHO
<u>a</u>	FRANKLIN AND EAGLE ROAD, MERIDIAN, IDAHO
2.	12 - 15TH AVENUE SOUTH, NAMPA, IDAHO
(3)	COLORADO  6935-6945 FEDERAL BOULEVARD, DENVER, COLORADO
	KANSAS 530 South Parton
	NEWTON INDUSTRIAL PARK, NEWTON, KANSAS
(2.	W S. OF OSWEGO, OFF OF HIGHWAY 94, OSWEGO, KANSAS
32	HIGHWAY 59, CHETOPA, KANSAS
	TEXAS:
$\widehat{\mathbf{I}}$	1500 NORTH SERVICE ROAD, MIDLOTHIAN, TEXAS
(3	612 - BURLINGTON, SAGINAW, TEXAS
	INDIANA
$\hat{\boldsymbol{u}}$	2040 AND REAR, INDUSTRIAL PARKWAY, ELKHART, INDIANA
<b>(2</b> )	2040 TOLEDO ROAD, ELKHART, INDIANA
3	2520 INDUSTRIAL PARKWAY, ELKHART, INDIANA - your - small office
4	ONE WARD STREET, WAKARUSA, INDIANA

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

of the

To be attached to and forming a part of Policy No SF 101727

CENTRAL NATIONAL INSURANCE COMPANY

Issued to Section No KLIXIER INDUSTRIES

Endorsement No

Effective 8/1/75

# SCHEDULE OF LOCATIONS (PAGE -3-)

P	ENN	SYL	VANI	A
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1. 431-481 HARRISBURG AVENUE, LANCASTER, PENNSYLVANIA
(2) 304 East Viain St., Barevelle, Pa

# **ALABAMA**

U S HIGHWAY 72, TUSCUMBIA, ALABAMA

#### NORTH CAROLINA

(1) 303 FREEWAY DRIVE, REIDSVILLE, NORTH CAROLINA

# **GEORGIA**

SOUTH GATE INDUSTRIAL PARK, DOUGLAS, GEORGIA

washington street, fitzgerald, georgia

#### FLORIDA

1-4 AND KENSINGER ROAD, LAKELAND, FLORIDA

## MINNESOTA

2104 NORTH BROADWAY, NEW ULM, MINNESOTA

#### WISCONSIN

HIGHWAY 61 NO LANCASTER, WISCONSIN

Conalco Drive Jackson To

1001 Colonel Slenn Ko Little Rock, AR

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

issued to

KLIXIER INDUSTRIES

Section No Endorsement No

Effective 8/1/75

#### DECL ATIONS PAGE AND GENERAL CO DITIONS

#### 1 INSURED

ELIXIR INDUSTRIES, INC AND ALL WHOLLY OF ALD AFFILIATES OR SUBSIDIARIES AS THEY PRESENTLY EXIST OR MAY HERE FTFR BE CONSTITUTED

17809 SOUTH BROADWAY
GARDENA, CALIFORNIA 90248

# 2 LOSS PAYABLE

LOSS, IF ANY, SUBJECT TO MORTGAGEE AND LOSS PAYABLE CLAUSE IF ANY, SHALL BE PAYABLE TO NAMED INSURED OR ORDER

3 THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORE THAN 100% OF THE FOLLOWING LIMITS OF LIABILITY IN ANY ONE CASUALTY OR DISASTER

LIMITS OF LIABILITY	COVERAGE	DEDJCTIBLE			
\$ \frac{10 \in 500,000 \cdot 00}{\in 500,000}	BLANKET PROPERTY DAMAGE AND EARNINGS AND EXPENSES	\$100 000 00			
\$ 150 000 00	PROPERTY IN TRANSIT	\$ 25,000 00			

#### 4 DEDUCTIBLE CLAUSE

THIS COMPANY SHALL BE LIABLE UNDER EACH OF THE ITEMS SPECIFIED IN PARAGRAPH THREE (3) ABOVE WHEN LOSS EXCEEDS THE DEDUCTIBLE AMOUNT SPECIFIED, IN ANY ONE OCCURENCE, AND THEN ONLY FOR THE EXCESS THE LOF THIS DEDUCTIBLE CLAUSE DOES NOT APPLY TO THE PERIL OF EARTHQUAKE

#### 5 TERRITORIAL LIMITS

THIS POLICY COVERS WITHIN THE UNITED STATES OF AMERICA WITH THE EXCEPTION OF PROPERTY IN TRANSIT

# 6 ACQUISITION CLAUSE

THIS POLICY IS EXTENDED TO COVER, SUBJECT TO A LIMIT OF LIABILITY IN THE AMOUNT OF \$500,000 00, ON ALL REAL AND PERSONAL PROPERTY AND EARNINGS AND EXPENSES AS COVERED HEREUNDER AT LOCATIONS WHICH ARE ACQUIRED BY THE INSURED OR USED TEMPORARILY BY THE INSURED

7 PREMIUM ADJUSTMENT CLAUSE

FOR THE PURPOSE OF PREMIUM COMPUTATION, THIS POLICY HAS BEEN I I INCOMPUTED ON VALUES OF \$76 075 000 00 (BEING \$60,986 000 00 ON RI LAND PERSONAL PROPERTY AND \$15 089 000 00 ON EARNINGS AND EXPENSES) BASED ON AN ANNUAL RATE OF \$ 0958 PER \$100 00

23 000 000 . 108
PAGE 1

AT EACH ANNIVE \ RY THE INSU ID SHALL REPO \ IN WRITING TO THIS COMPANY THE 100% REPLACEMENT COST VALUES OF ALL REAL AND PERSO AL PROPERTY AS OF THE CLOSE OF THE LAST FISCAL AR LND AND THE 100% GROSS PROFIT FOR THE LAST FISCAL YEAR

THE DIFFERENCE IN VALUE BETWEEN THE 1NIFI. ONG IN) VALUES AND THE REPORTED VALUES WILL BE ADJUSTED AGAIN ( A KATE OF S AND ANY ADDITIONAL OR RETURN PREMIUM WILL BE DUE AND PRYABLE T THAT TIME

THE SUBSEQUENT INSTALLMENT WILL BE BASED FOR THE NEW REPORT OF VALUES APPLIED AGAINST AN ANNUAL RATE OF 5  $\frac{1260}{}$ 

# CANCELLATION CLAUSE

8

THE TIME REQUIRED FOR CANCELLATION OF THIS FOLICY BY THE COMPANY SHALL BE THIRTY DAYS (30) BUT THIS EXTENSION OF TIME SHALL NOT APPLY IF THE COMPANY ELECTS TO CANCEL FOR NON-PAYMENT OF PREMIUN

IF THE COMPANY CANCELS THIS POLICY FOR NON-PAYMENT OF PREMIUM THE TIME REQUIRED FOR CANCELLATION SHALL BE FIVE (5) DAYS

# 9 SUBROGATION WAIVER CLAUSE

THIS INSURANCE SHALL NOT BE PREJUDICED BY AGREEMENT MADE BY THE INSURED RELEASING OR WAIVING THE INSURED'S RIGHT OF RECOVERY AGAI, ST THIRD PARTIES RESPONSIBLE FOR THE LOSS UNDER THE FOLITHING CIRCUMSTANCES ONLY

- A IF MADE BEFORE OCCURRENCE OF LOSS, SUCH AGREEMENT MAY RUN IN FAVOR OF ANY THIRD PARTY
- B IF MADE AFTER OCCURRENCE OF LOSS SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS
  - (1) A THIRD PARTY INSURED UNDER THIS POLICY
  - (2) A CORPORATION, FIRM OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL_ST CK OR OTHER PROPRIETORY INTEREST OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED
- C ANY EMPLOYEE OFFICER OR DIRECTOR OF THE INSURED
- D ANY TENANT OR LANDLORD OF THE INSURED

- 10 ERROR IN NAME CLAUSE ANY ERROR IN THE AME OR FITLE OF THE INSURED SHALL NOT PREJUDICE THIS INSURANCE
- PROR IN DESCRIPTION CLAUSE THIS INDICATE NOT BE PREJUDICED BY ANY ERROR IN STATIL OF MINE NUMBER STREET OR DESCRIPTION OF MAY LOCATION OF PROPERTY OF THE NUMBER HEREUNDER

)

# PROPERTY DAMAGE FORM

#### A THIS POLICY INSURES

- ON ALL REAL AND PERSONAL PROPERTY OF ''RY KIND NO DESCRIPTION (EXCEPT AS HEREINAFTER EXCLUDED) NO SISTING OR FILLIFIED ACQUIRED WHITEER THE INSURED'S PROPER YOU PROPER YOU BE INSURED HAVE ASSUMED OR SHALL ELECT TO ASSUME RESPONDED IN LONG PREMISES AS DESCRIBED IN DECLARATION PAGE (S) OR IT HIN 500 FEET THEREOF
- 2 PROPERTY LOCATED UNDERGROUND

)

IF THIS POLICY COVERS BUILDINGS, MACHINERY OR STRICTURES IT SHILL ALSO COVER TANKS, FLUFS, PIPES, DRAINS TUNNELS, WIRING OR OTHER LQUIPMENT AND PASSAGEWAYS LOCATED UNDERGROUND ON PREMISES CONTAINING THE PROPERTY DESCRIBED HEREIN AND APPURTENANT THERETO ALSO THIS POLICY IS EXTENDED TO COVER FOUNDATION OF BUILDINGS MACHINERY AND STRUCTURES WHETHER OR NOT UNDERGROUND

B LIMITS OF HABILITY

AS PER DECLARATION(S) PAGE

C PROPERTY EXCLUDED

THERE IS NO LIABILITY UNDER THIS POLICY FOR LOSS OF OR DAMAGE TO

- 1 LAND, TREES SHRUBS, PLANTS GROWING CROPS OR ANIMALS
- 2 ACCOUNTS BILLS CURRENCY DEEDS EVIDENCES OF DEBT OR TITLE MONEY NOTES SECURITIES
- 3 VEHICLES LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE AIRCE FT WATERCRAFT MOTORCYCLES MOTOR SCOOTERS AND OTHER SIMILAR VEHICLES
- 4 FURS OR FUR TRIMMED GARMENTS, JEWELS AND JEWELRY INCLUDING PRECIOUS AND SEMI PRECIOUS STONES, WATCHES AND WATCH MOVEMENTS GOLD SILVER PLATINUM OR OTHER PRECIOUS ALLOYS OR METALS IN SOLID DUST OR LIQUID FORM
- D PERILS INSURED AGAINST

EXCEPT AS HEREINAFTER EXCLUDED THIS POLICY INSURES AGAINST ALL RISE OF DIRECT PHYSICAL LOSS OF OR DAMAGE TO THE PROPERTY INSURED

PERILS EXCLUDED

THERE IS NO LIABILITY FOR LOSS OR DAMAGE

- THIS COMPANY SHALL OF BE LIMBLE ! R OSS WAR RISK EXCIUSION CAUSED DIRECTLY OR INDIRECTLY BY (A) () OR WAPLIKE ACTION IN TIME OF PEACE OR WAR INCLUDING , , HINDER'NG COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPEN NO OR EXPLORED ATTACK (1) BY ANY GOVERNMENT OR SOVEREIGN FINIR (DL JURI OR DE LACTO), OR BY ANY AUTHORITY MAINTAINING OR L MILITAR: NAVAL OR AIR FORCES OR (2) BY MILITARY, NAVAL OF AIR FORCES OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWEP A THORI' OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION , USE OF ANY WEAPON OF WAR EMPLOYING NUCLFAR FISSION OR IUS ( SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOT ILF OR WA LIKE ACTION B SUCH GOVERNMENT, POWER AUTHORITY OR FORCES (B) INSURRECTION REBELLION, REVOLUTION, CIVIL WAR, USURPLD POWER OR ACTION TAKIN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE,
- THE WORD FIRE' IN THIS POLICY OR ENDORSEMENT NUCLEAR CLAUSE ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION WHETHER CONTROLLED OR UNCONTROLLED AND LOSS BY NUCLEAR PRACTICN OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENLED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OK SAID ENDORSHMENT WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE ( ) BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATEL FIRE OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OF SAID ENDORSEMENTS HOWEVER SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY DIRECT LOSS BY FIRE RESULTING FROM NUCLEAR REACTION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY
- FROM MYSTERIOUS DISAPPEARANCE OF PROPERTY OR SHORTAGE OF PROPLICY DISCLOSED ON TAKING INVENTORY
- ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT DONE BY OR AT THE INSTIGATION OF ANY INSURED, PARTNER OR JOINT ADVENTURE IN OR OF ANY INSURED, AN OFFICER, DIRECTOR OR TRUSTEE OF ANY INSURED PILIFERAGE APPROPRIATION OR CONCEALMENT OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHERWISE OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED, OTHER THAN ANY CARRIER OR OTHER BAILEE FOR HIRE
- TO MACHINERY AND EQUIPMENT CAJSED B! MECHANICAL BREAKDOWN WITHIN SUCH MACHINERY OR EQUIPMENT

PAGE 2

- CAUSED BY OR RESULTING FROM EXPLOSION RUPTURE, BURSTING CRACKING BURNING OR BULGING OF STEAM IN THE PRESSURE VESSLES OR THE PIPING OR APPARATUS ATTACHED THE TO TOWEV A THIS IN LUSI SHALL NOT EXCLUDE LOSS RESULTING FROT THE L PLOSION OF ACCUMULAT GASES OR UNCONSUMED FUEL WITHIN THE FORM OF ANY FIRED VESSEL OR WITHIN THE FILLS R PASSAGES WHICH CONDUCTION THE GASES OF COMBUSTION THEREFROM
- 7 TO ELECTRICAL APPLIANCES, DEVICES , WRING OF ANY KIND CAUSED ELECTRICAL CURRENTS ARTIFICALLY GENERATED VITCH PL SULT IN SUDDEN AND ACCIDENTAL INJURY TO SUCH ELECTRICA , PPLI, CLS DEVICES OR WIRING UNLESS A PERIL NOT OTHERWISE [NOT UDED , NOT SUCH THEN ON FOR LOSS OR DAMAGE CAUSED BY THE ENSUI G PERIL
- 8 (A) CAUSED BY ERRORS IN DESIGN, POOK WORLMANDH P OR USE OF AULT MATERIALS, IN THE DEVELOPMENT PROCESSING OR MANUFACTURE OF THE INSURED S PRODUCTS OR LOSS ATTRIBUTABLE TO MANUFACT RING OR PROCESSING OPERATIONS WHICH RESULT IN DAMAGE TO STOCK OR MATERIALS WHILL SUCH STOCK OR MATERIALS ARE BEING PROCES ED MANUFACTURED OR OTHERWISE BEING WORKED UPON
  - (B) TO BUILDINGS AND STRUCTURES UNDER CONSTRUCTION RESULTING FRO THE COST OF MAKING GOOD ANY FAULTY WORKMANSHIP, MATERIAL CONSTRUCTION OR DESIGN BUT THIS EXCLUSION SHALL NOT BE D EMED TO EXCLUDE LOSS OR DAMAGE ARISING AS A CONSEQUENCE OF FA LTY WORKMANSHIP, MATERIAL CONSTRUCTION OR DESIGN
- 9 LOSS OR DAMAGE CAUSED BY OR RESULTING FROM WEAR AND TEAR IN [Rev VICE LATENT DEFECT, GRADUAL DETERIORATION, MOTH, VERMIN ROLENT WORMS, INSECTS INCLUDING LARVAE OR PUPAE THEREOF UNLESS LOSS BY FIRE OR EXPLOSION ENSUES, AND THEN ONLY FOR SUCH ENSUING LOSS
- OCAUSED BY FREEZING TO PLUMBING OR HEATING SYSTEMS OR THEIP APPLIANCES INCLUDING RESULTING LOSS BY LEAKAGE OR OVERFLOW FROM SUSTEMS OR APPLIANCES WHILE AN INSURED BUILDING OR STRUCTURL IS VACANT OR UNOCCUPIED, UNLESS THE INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDING OR STRUCTURE OR UNLESS SUCH SYSTEMS AND APPLIANCES HAD BEEN DRAIVED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPAICY
- 11 CAUSED BY SETTLING, CRACKING SHRINKING BULGING OR EYPANSION OF PAVEMENTS FOUNDATIONS, WALLS, FLOORS OR CEILINGS UNLESS DIRECT LOSS BY FIRE OR WATER NOT OTHERWISE EXCLUDED ENSUES IN WHICH EVENT THIS POLICY SHALL COVER ONLY THE ENSUING LOSS
- 12 CAUSED BY FLOOD WATER WAVES TIDE OR TIDAL WATER OR BY 1ht RIS OVERFLOWING OR BREAKING OF BOUNDARIES OF NATURAL OR MAN-MAD 50 OF WATER OR BY SPRAY FROM ANY OF THE FOREGOING
- 13 CAUSED BY EARTHQUAKE, LANDSLIDE SUBSIDENCE OR OTHER EARTH MOVEMENT

- 14 LOSS OR DAMAGE CAUSED BY (R RESULTING FROM ANY FRAUDULENT SCHEM)
  TRICK, DEVICE, OR FALSE PRETENSE PRACTIC PON THE INSURED OR UPON ANY PERSON(S) TO WHOM THE PROPERTY MAY 1 RUSTID
- PRESSURE ON OR FLOWS, SEEPS, OR LE KS IN CHISTON OF TROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS I SEEM ID A MES DPIVEWAYS FOUNDATIONS WALLS OR FLOORS
- 16 LOSS OR DAMAGE CAUSED BY EXPOSURE TO WAY STEEL THE SNOW OR WEATHERING WHERE PERSONAL PROPERTY IS THE TOTAL OPEN
- 17 OCCASIONED BY ENFORCEMENT OF ANY LOCAL OR STAIL DINANCL OR LAW REGULATING THE CONSTRUCTION REPAIR DLMOLITIO BUILDINGS OR STRUCTURES

#### F GENERAL CONDITIONS

- 1 VALUATION UNLESS OTHERWISE ENDORSED HERFIX ADJUSTMENT OF LOS UNDER THIS POLICY SHALL BE DETERMINED AS O LOWS
  - (A) RAW STOCK SUPPLIES AND OTHER MERCHANDISE NOT MANIFACTURE BY THE INSURED, THE REPLACEMENT COST
  - (B) STOCK IN PROCESS, THE VALUE OF RAW STOCK AND ABOR EXPENDED PLUS THE PROPER PROPORTION OF OVERHEAD CHARGES
  - (C) FINISHED STOCK MANUFACTURED BY THE INSURED THE REGULAR CA SELLING PRICE LESS ALL DISCOUNTS AND CHARGES TO WHICH SUCH FINISHED STOCK WOULD HAVE BEEN SUBJECT (AD NO LOSS OCCURRE)
  - (D) IMPROVEMENTS AND BETTERMENTS TO REAL PROPERTY MADE BY OR ACQUIRED BY THE INSURED SHALL BE CONSIDERED THE ASSURED SEXCLUSIVE PROPERTY AND LOSS ADJUSTMENTS UNDER THIS POLICY SHALL BE MADE AND ADMITTED ACCORDINGLY IRRESPECTIVE OF CIAM OR LOSS PAYMENT UNDER LESSOR OR BUILDING OWNER'S POLICIES
  - (E) IT IS UNDERSTOOD AND AGREED THAT LIABILITY ON EXPOSED FILM RECORDS MANUSCRIPTS AND DRAWINGS SHALL NOT EXCEED THEIR VALUE BLANK PLUS THE COST OF TRANSCRIPTION

LIABILITY FOR LOSS OR DAMAGE ON MEDIA DATA STORAGE DEVICES AND PROGRAM DEVICES FOR ELECTRONIC AND LLECTRO-MECHANICAL DATA-PROCESSING AND PRODUCTION EQUIPMENT IS LIMITED TO THE COST OF REPRODUCING SUCH MEDIA DATA STORAGE DEVICES, AND PROGRAM DEVICES FROM DUPLICATES OR FROM ORIGINALS OF THE PREVIOUS GENERATION OF THE DATA

- (F) IT IS UNDERSTOOD AND AGREED THAT ALL REFL AND PERSONAL PROPERTY INSURED BY THIS POLICY OF A THEN AS PROVIDED FOR BY F 1 A, B, C, D, AND E AFON SHALL BE INSURED FOR THE COST AS OF THE DATE OF LOS OF SEPLACEMENT OF THE DAMAGED OR DESTROYED PROPERTY I LW CONDITION WITH MATERIALS OF LIKE SIZE KIND AND J, ALL SUBJECT TO THE FOLLOWING CONDITIONS
  - (1) IF PROPERTY DAMAGED OR DESTRO F 'S (SEL SET OF THE INSURED OR IS NOT REPAIRED RE FOR RUP ACED ON THE SAME OR ANOTHER SITE WITHI A REASON OF E FIME AFTER THE LOSS OR DAMAGE, THIS COMPANY STELL NOT BE LIABLE FOR MORF THAN THE ACTUAL CASH VALLE (ASCERTALED WITH PROPER DEDUCTION FOR DEPRECIATION) F THE PROPERTY DESTROYED
  - (2) THE TOTAL LIABILITY OF THIS COMPANY UNDER THIS POLICY FOR LOSS TO PROPERTY INCLUDED UNDER THIS ENDORSEMENT SHALL NOT EXCEED THE SMALLEST OF HE FOLLOWING
    - (A) THE COST TO REPAIR, OR
    - (B) THE COST TO REBUILD OR REPLACE ALL AS OF THE DATE OF LOSS ON THE SAME SITE WITH NEW MATER LS OF LIKE SIZE, KIND AND QUALITY OR
    - (C) THE ACTUAL EXPENDITURE INCURRED IN REBUILDING REPAIRING OR REPLACING ON THE SAME OR ANOTHER SITE
  - (3) THIS COMPANY SHALL NOT BE LIABLE FOR ANY INCREASED COS OF REPAIR OR RECONSTRUCTION BY REASON OF ANY ORDINANCE OR LAW REGULATING CONSTRUCTION OR REPAIR
- 2 REMOVAL OF DEBRIS IN THE EVENT OF LOSS OR DAMAGE BY A PERIL INSURED AGAINST AND NOT EXCLUDED IN THIS POLICY, THIS INSURANCE SHALL ALSO PAY THE COST OF REMOVAL OF MATERIAL AND DEBRIS IF SUCH MATERIAL AND DEBRIS IS AN INSURED PART-OF THE PROPERTY COVERED INCLUDING THE COST OF REMOVAL OR DEMOLITION OF ANY PORTION OF THE INSURED PROPERTY NO LONGER USEFUL FOR THE PURPOCE FOR WHICH IT WAS INTENDED THIS EXTENSION SHALL NOT BE CONSIDERED AS ADDITIONAL INSURANCE AND IS SUBJECT TO THE LIMITS OF LIABILITY STATED IN THIS POLICY
  - THIS POLICY IS PRIMARY INSURANCE NO RESTRICTION APPLIES TO ANY EXCESS POLICY REGARDLESS OF FORM AND AMOUNT

- 4 PRO RATA C. USE THE LIBILITY UNDER JIS POLICY SHALL NOT EXCEED THAT PROPORTION OF ANY LOSS WHICH THE AMOUNT OF INSURANCE HEREUNDER BILDS TOTALL INSURANCE WHEN IN COLLECTIBLE OR NOT COVERING IN ANY MARKER THE LOSS INSURL) GAINST BY THIS POLICY
- 5 LOSS CLAUSE ANY LOSS HEREUNDER SHALL OF REDUCT THE ANOUNT OF THIS POLICY
- 6 PERMITS AND AGREEMENTS CLAUSE PERM SON GRANT D (A) FOR SUCH USE OF THE PREMISES AS IS USUAL AND A COPNTAL TO THE BUSINESS CONDUCTED AND FOR EXISTING AND INCREA LD PAZAPO AND FOR CHANGE IN USE OR OCCUPANCY (B) TO KEEP AND UE ALL ARTY ES AND MATERIAL USUAL AND INCIDENTAL TO SAID BUSINESS AND SUCH QUANTITIES AS THE EXIGENCIES OF THE BUSINESS REQUIRE AND THIS INSURANCE SHALL NOT BE AFFECTED OR PREJUDICED BY UNOCCUPANCY OR VACANCY NOR BY ANY ACT OR NEGLECT OF ANY PERSON (OTHER THAN THE NAMED INSURED) WHEN SUCH ACT OR NEGLECT IS NOT WITHIN THE CONTROL OF THE NAMED INSURED
- 7 FIRE DEPARTMENT CLAUSE IN CONSIDERATION OF THE PREMIUM CHARCED THIS INSURANCE COVERS INSURED'S LIABILIT: FOR FIRE DEPARTMENT CHARGES WHERE A RECOGNIZED OR ESTABLISHED PUBLIC OR PPIVATE F REDEPARTMENT IS CALLED BECAUSE OF A FIRE IN ON OR EXPOSING O Y SUCH PROPERTY COVERED HEREUNDER AS MAY BE LOCATED ON THE PREMISES DESCRIBED HEREIN
- 8 INVENTORY OR APPRAISAL CLAUSE IT IS UNDERSTOOD AND AGREED THAT IN CASE OF LOSS OR DAMAGE COVERED UNDER THIS POLICY, AND THE INSURED IS REQUIRED TO SUBMIT AN APPRAISAL OR INVENTORY THIS POLICY IS EXTENDED TO COVER THE EXPENSE OF SUCH APPRAISAL OR INVENTORY FOR AN AMOUNT NOT TO EXCEED \$10 000 00
- 9 SALVAGE AND RECOVERIES CLAUSE WHEN IN CONNECTION WITH ANY 1.755 WHICH HAS BEEN PAID UNDER THIS POLICY AND A DEDUCTIBLE WAS CONSIDERED IN THE PAYMENT AND SALVAGE OR RECOVERY IS RECEIVE SUBSEQUENT TO THE PAYMENT OF SUCH LOSS, THE LOSS-SHALL BE REFIGURED ON THE BASIS ON WHICH IT WOULD HAVE BEEN SETTLED HA THE AMOUNT OF SALVAGE OR RECOVERY BEEN KNOWN AT THE TIME OF LOSS WAS ORIGINALLY DETERMINED ANY AMOUNTS THUS FOUND TO BE DUE EITHER THE INSURED OR THE COMPANY FROM THE OTHER SHALL BE PAIL PROMPTLY
- PROTECTIVE MAINTENANCE IT IS WARRANTED THAT THE INSURED SHALL MAINTAIN IN COMPLETE WORKING ORDER SUCH PROTECTIVE SYSTEMS AND WARNING DEVICES AS EXISTED AT TIME OF ATTACHMENT OF THIS POLICY OR WHICH THE INSURED HAS AGREED TO INSTALL, INSOFAR AS IT IS UNDER THE INSURED'S CONTROL OR SUPERVISION, AND THAT NO CHANGE SHALL BE MADE IN THE SAID PROTECTIVE SYSTEMS AND WARNING DEVICES WITHOUT THE CONSENT IN WRITING OF THIS COMPANY

- LIBERALIZATION CLAUSE IF AFTER ISSUANCE OF THIS POLICY AND BEFORE ITS EXPIRATION, THERE BE ADOPTED AND PUBLISHED FOR USE IN THIS STATE BY THE FIRE INSURANCE RATING ORGANIZATION OF WHICH THIS COMPANY IS EITHER A MEMBER OR SUBSCRIBER, ANY FORMS, ENDORSEMENTS OR RULES BY WHICH THIS INSURANCE COULD BE EXTENDED OR BROADENED WITHOUT ADDITIONAL PREMICM CHARGE, BY ENDORSEMENT OR SUBSTITUTION OF FORM THEN, AS TO USS OCCURING AFTER THE EFFECTIVE DATE OF SUCH ADOPTION AND PREMICATION, SUCH EXTENDED OR BROADENED INSURANCE SHALL INSURE TO THE BENEFIT OF THE INSURED HEREUNDER AS THOUGH SUCH ENDORSEMENT OP SUBSTITUTION OF FORM HAD BEEN MADE
- 12 IF PROPERTY COVERED UNDER THIS POLICY IS LOCATED IN A STATE THAT REQUIRES A STATUTORY POLICY AT VARIANCE WITH THIS POLICY, THEN THIS INSURANCE SHALL COVER SUCH PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF SUCH REQUIRED POLICY

ON ALL PROPERTY OF LVLRY NIND A CITY ON PER PROPERTY DAMAGE ORM AND FAMNING THE LYP NOT A

- 1 THIS POLICY SUBJECT TO ALL THE PROVISION SOFTIOR OF THE SHOWN AND SUBJECT IN ALL OTHER RESPECTS TO A' OF THE SHOWN CONDITIONS AND PROVISIONS OF HIS POLICY INCLUDING THE SOFT OF THE CONDITIONS BY EARTHQUAKE ONLY AND FOR THE PURPOSE OF THE NOTIRE OLICY THE WORD EARTHQUAKE SHALL BE SUBSTITUTED FOR THE WORD FIRE WHEREVER APPEARING IN THIS POLICY AND ITS STIPULATIONS AND ENCORSEMENTS OTHER THAN THIS FORM
- 2 DEDUCTIBLE CLAUSE IN THE EVENT OF SUCH LOSS OR DAMAGE DIRECTLY AUS BY EARTHQUAKE, THIS POLICY ONLY TO BE LIABLE OR THE AMOUNT BY WA CH SUCH LOSS OR DAMAGE DURING ANY ONE PERIOD OF SEVENTY-TWO (72) LON-SECUTIVE HOURS EXCEEDS \$ 590,000 80 Single Can reques
- 3 SINGLE LOSS CLAUSE EACH LOSS BY EARTHQUAKE SHALL CONSTITUTE A SINGLE CLAIM HEREUNDER, PROVIDED, IF MORE THAN ONE EARTHQUAKE SHOCK SHAL OCCUR WITHIN ANY PERIOD OF SEVENTY-TWO HOURS DURING THE TERM (I TILS POLICY, SUCH EARTHQUAKE SHOCKS SHALL BE DEEMED TO BE SINGLE EAR HOUAKE WITHIN THE MEANING HEREOF THIS COMPANY SHALL NOT BE ITABLE FOR ANY LOSS CAUSED BY AN EARTHQUAKE SHOCK OCCURRING BIFORE THE EFFECTIVE DATE AND TIME OF THIS POLICY NOR FOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY
- 4 PERILS NOT INSURED AGAINST
  - (A) IN NO EVENT SHALL THIS COMPANY UNDER THIS ENDORSEMENT BE LAB FOR ANY LOSS CAUSED DIRECTLY OR INDIRECTLY BY FIRE EXPLOSION OR LOOD OF ANY NATURE OR BY FIDAL WAVE WHETHER THE SAME BE CAUSED BY OR BE ATTRIBUTABLE TO EARTHQUAKE OR OTHERWISE
  - (B) (NUCLEAR EXCLUSION, LOSS BY NUCLEAR RLACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, IS NOT INSURED AGAINST B. THIS POLICY WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE OR BE IN WHOLE OR IN PART CAUSED BY CONTRIBUTED TO OR AGGRAVATED BY EARTHQUAKE
- 5 ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY EXCEPT THAT THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORE THAN \$ 16-500-000-00 AGGREGATE LOSS IN ANY ONE POLICY YEAR

1/3 properties

#### FLOOD INSURANCE ENDO INFAI

- 1 COVERAGE IS ON ALL PROPERTY AS DESCR & PROPER D VACE ORM AND EARNINGS AND EXPENSES, AND IS SUB!! () '! R. C ID () LIPIC S THEREIN, NOT IN CONFLICT
- 2 FLOOD IS DEFINED FOR THIS COVERAGE AS LOS OF DANG FOR STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF STORE OF S
- 3 THIS COMPANY SHALL BE LIABLE UNDER THIS E DORSEMIN WHEN LOSS EXCEEDS THE DEDUCTIBLE AMOUNT OF \$100 000 to in any one occurrence and then only for the excess thereof
- 4 ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY FOR MORTHAT THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORTHAN \$12-000,000 00 AGGREGATE LOSS IN ANY ONL POLICY YEAR

1/3 propostor of 1,500,000

# TRANSIT LYDORSEMENT

THIS POLICY IS EXMENDED TO COVER IMS PROPORTION OF AN AMOUNT NOT TO EXCEED \$150,000 00 ANY ONE LOSS ON PROPERTY IN RAISIT ANYWHERE WITHIN THE UNITED STATES AND CANADA AND NOTWITESMANDING THE PERIOS INSURED HEREUNDER, PROPERTY IN TRANSIT IS INSURED FOR I RISAS OF DIRECT PHYSICAL LOSS EXCLUDING, HOWEVER, LOSS OR AMOUNT CAUSED BY THE FOLLOWING

- 1 JNEXPLAINED OR MYSTERIOUS DISAPPEARANCE PROPERTY (_XCFP PROPERTY IN THE CUSTODY OF CARRIERS FOR HIRE) CF >HORTAGE OF PROPERTY DISCLOSED ON TAKING INVENTORY
- 2 DELAY, LOSS OF MARKET, INTERRUPTION OF BUS 1LSS No. CONSEQUENTIAL LOSS OF ANY NATURE
- ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT DONE BY OR AT THE INSTIGATION OF ANY INSURED, PARTNER OR JOINT ADVENTURER IN OR OF ANY INSURED AN OFFICER, DIRECTOR OR TRUSTEL OF ANY INSURED PILFERAGE APPROPRIATION OR CONCEALMENT OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHERWISE, OR AGENT OF ANY INSURED, OR ANY PERSO TO WHOM THI PROPERTY COVERED MAY BE ENTRUSTED OTHER THAN ANY CARFIER FOR HIRE
- 4 TO IMPORT AND/OR INCOMING INTERCOASTAL WATER SHIPMENT'S UNTIL AFT'R DISCHARGE FROM OCEAN-GOING VESSELS AND UNTIL AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS CEASED
- 5 TO EXPORT AND/OR OUTGOING INTERCOASTAL WATER SHIPMENTS AFTER PLACE ON BOARD OCEAN-GOING VESSELS OR AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS COMMENCED WHICHEVER OCCURS FIRST

#### BLANKET EARNINGS AND EXPENSES FORM

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- THIS POLICY IS EXTENDED TO COVER THE PL) IN EARLINCS AND OR POTENTIAL INTERRUPTION OF BUSINESS () S I DIVISE IC IS DESTRUCTION OF PEAK OF DEPOCAL. DESTRUCTION OF REAL OR PERSON'L PROPERTY IN THE CONTROL OF OCCUPIED BY THE INSURED AND SITUATED Is the Street BY 37 THE PERIL(S) INSURED AGAINST AS LIMITED BY (11R : A AGF F ) k / DURING THE TERM OF THIS POLICY IT IS NDITION OF THIS INSURANCE THAT THE INSURED EXERCISE DUE DILIGENC' DISPATE TO CONTINUE A NEARLY AS PRACTICABLE THE NORMAL OPERAL NOR THE BISINESS ON THE SAME OR OTHER PREMISES BY MAKING USE OF OTHER PROPERTY OR FACILITIES OR STOCK (RAW IN PROCESS FINISHED OR MERCHANDI F AT THE LCC. -TION(S) DESCRIBED HEREIN OR ELSEWHERE I 'S A CONDITION OF THIS INSURANCE THAT THE INSURED WILL EXERCISE OF DILL ENCL AND DISPATCH TO REBUILD, REPAIR OR REPLACE SUCH PART (S OF THE REAL OR PERSONAL PROPERTY AS HAS BEEN DAMAGED OR DESTROYED THE COMPANY SHALL BE LIABLE
  - (A) FOR THE EXCESS OF THE TOTAL COST AND LXII SES OF THE OPERATION OF THE BUSINESS DURING THE PERIOD OF RESTORATION (AS HERFINAL LR DEFINED) OVER AND ABOVE THE TOTAL COST OF SUCH OPERATION THAT WOULD NORMALLY HAVE BEEN INCURRED DURING THE SAME PERIOD HAD THERE BEEN NO INTERRUPTION OR POTENTIAL INTERRUPTION OF HIS NOW
  - (B) FOR THE REDUCTION IN EARNINGS (AS HEREINAFTER DEFICIO) DURIN THE PERIOD OF RESTORATION LESS CHARGES AND E/PENSES WHICH DO NOT NECESSARILY CONTINUE, RESULTING DIRECTLY FROM THE NECESSARY INTERRUPTION OF BUSINESS FROM A PERIL INSURED AGAINST.
  - ALL NOT TO EXCEED THE ACTUAL LOSS SUSTAINED BY THE INSURED, NOR MORE THAN THE AMOUNT OF THIS POLICY
- THIS COMPANY SHALL BE LIABLE DURING THE PERIOD OF TIME NOT EXCELING TWO WEEKS WHILE ACCESS TO THE DESCRIBED PREMISES IS PROHIBITED BY ORDER OF CIVIL AUTHORITY, BUT ONLY WHEN SUCH ORDER IS GIVEN AS ADDIRECT RESULT OF DAMAGE TO NEIGHBORING PREMISES BY ANY PERIL INSURED AGAINST UNDER THIS POLICY
- 3 EXCLUSIONS THE COMPANY SHALL NOT BE LIABLE FOR
  - (A) ANY INCREASE OF LOSS DUE TO LOCAL, STATE OR FEDERAL ORDINANCL OR LAW REGULATING CONSTRUCTION, REPAIR REPLACEMENT OR OPERATION OF BUILDINGS OR EQUIPMENT
  - (B) ANY INCREASE OF LOSS DUE TO THE SUSPENSION, LAPSE OR CANCELLATION OF ANY LLASE LICENSE, CONTRACT OR ORDER
  - (C) ANY INCREASE OF LOSS DUE TO INTERFERENCE AT THE DESCRIBED PREMISES BY STRIKERS OR OTHER UNAUTHORIZED PERSONS WITH REBUILDING REPAIRING OR REPLACING THE PROPERTY OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS

- (D) ANY DIRECT & INDIRECT PROPERTY DAMAGE LOSS
- (E) EXPLNSES INCURRED TO EXTINCUISH A LIRL
- (F) ANY LOSS OR INCREASE IN LOSS IN ENCIS SO 000 OU DUE TO DAMAGE OF DESTRUCTION OF MEDIA FOR ONLY (CONTINUE RECORDS) PERTAINING TO ELECTRONIC DATA PROCE IN ELECTRONIC ALLY CONTROLLED EQUIPMENT INCLUDING DATA SOLON
- 4 DEFINITIONS THE FOLLOWING TERMS WHERLAR ID IN THE SPALL MEAN
  - A EARNINGS FOR THE PURPOSE OF THIS INSURANCE FARNINGS ARE DEFINED AS THE SUM OF (1) TOTAL NET PROF T (2) FAIROLD EXPLASES (3) TAXES, (4) INTEREST, (5) RENTS, AND (6) ALL OTHER OPERATING EXPENSES EARNED BY THE BUSINESS IN DETERMINING EARNINGS, DUE CONSIDERATION SHALL BE GIVEN TO THE EXPERIENCE OF THE BUSINESS BEFORE THE DATE OF DAMAGE OR DESTRUCTION AND THE IROBABLE EXPERIENCE THEREAFTER HAD NO LOSS OCCURRED
  - B PERIOD OF RESTORATION THE LENGTH OF TIME COMMENCING WITH THE DATE OF DAMAGE OR DESTRUCTION WHICH WILL BE REQUIRED WITH THE EXERCISE OF DUE DILIGENCE OR DISPATCH TO REPAIR REBUILD JP REPLACE THE DAMAGED OR DESTROYED PROPERTY THIS PERIOD OF RESTORATION IS NOT LIMITED BY THE EXPIRATION DATE OF THE 10,10% NOR IS IT LIMITED TO THE PERIOD THE BUSINESS IS ACTUALLY INTERRUPTED BUT THE PERIOD OF RESTORATION WILL CEAS WHEN THE INSURED SEUSINESS IS RESTORED WITH THE EXERCISE OF DUE DILIGENAND DISPATCH TO THE CONDITION THAT WOULD HAVE EXISTED HAD NO OCCURRED BUT IN NO EVENT FOR MORE THAN 120 CONSECUTIVE DAYS IF ME THE COMPLETION OF REPAIRS, REBUILDING OR REFLACEMENT OF THE DAMAGED OR DESTROYED PROPERTY
  - C RAW STOCK MATERIALS AND SUPPLIES IN THE STATE IN WHICH THE INSURED RECEIVES THEM FOR CONVERSION BY THE INSURED INTO FINIS, L STOCK INCLUDING SUPPLIES CONSUMED IN SUCH CONVERSION
  - D STOCK IN PROCESS RAW STOCK WHICH HAS UNDERGONE ANY AGING, SEASONING MECHANICAL OR OTHER PROCESS OF MANUFACTURE AT THE LOCATION(S) HEREIN DESCRIBED BUT WHICH HAS NOT BECOME FINISHED STOCK
  - E FINISHED STOCK STOCK MANUFACTURED BY THE INSURED WHICH IN THE ORDINARY COURSE OF THE INSURED'S BUSINESS IS READY FOR PACKING SHIPMENT OR SALE
  - F MERCHANDISE GOODS KEPT FOR SALE BY THE INSURED WHICH ARE NO.
    THE PRODUCT OF MANUFACTURING OPERATIONS CONDUCTED BY THE INSURE?
  - G NORMAL THE CONDITION THAT WOULD HAVE EXISTED HAD NO LOSS OCCURRED

- 5 TERMS AND CONDITIONS AGREEMEN'S IN PROPERT: DAMAGE FORM NOT IN CONFLICT WITH THIS COVERAGE SHALL APPLY
- ALTERATIONS AND NEW BUILDINGS CLAUSE 2' | G &\\^ D ~( MAri ALTERATIONS IN OR TO CONSTRUCT ADDIT U\\\ \ \ Y P(11) [ \ \ \ \ D \ \ \ BID HEREIN AND TO CONSTRUCT NEW BUILDINGS ON ' SCRIBLE Princh SINULLINS (NI) POLICY IS EXTENDED TO COVLR SUBJECT "( A. POLICY IS EXTENDED TO COVLR SUBJECT "( A: SIRO LINS AND STIPULATIONS LOSS RESULTING FROM DAM G: R DESTRICTION O SIGH ALTERATIONS ADDITIONS OR NEW BUILDINGS VI 1' V JOIRE DI CONSTRUCTIO AND WHEN COMPLETED OR OCCUPIED PROVIDED THE THE IVENT OF DAMAGE TO OR DESTRUCTION OF SUCH PROPERTY (1 CLUDIA EUIIDING MATERIALS, SUPPLIES MACHINERY OR EQUIPM: // CIDENI /C SUCH CONSTRUCTION OR OCCUPANCY WHILL ON THE DESCRIBED FREM SES OR WITHIN FIVE HUNDRED (500) FEETTHEREOF) SO AS TO DFI/Y COMM NOFMENT OF BUSINESS OPERATIONS OF THE INSURED, THE IF GIR OF TIME FOR WHICH THIS COMPANY SHALL BE LIABLE SHALL BE DETERMINED AS OTHERWISE PROVIDED HEREIN BUT SUCH DETERMINED LENGTH OF TIME SHALL BE APPLIED AND THE LOSS HEREUNDER CALCULATED FROM THE DATE THAT BUSINESS OPERATIONS . JULE HAVE BEGUN HAD NO LOSS OCCURRED
- 7 REQUIREMENTS IN CASE LOSS OCCURS THE INSURED SHALL GIVE IMMEDIAL WRITTEN NOTICE TO THIS COMPANY OF ANY EARNINGS AND/OR EXPENSES LOCAND PROTECT THE PROPERTY FROM FURTHER DAMAGE THAT MICHT RESULT IN EXTENSION OF THE PERIOD OF INTERRUPTION AND WITHIN 60 DAYS FOR LOW OF THE DATE OF DAMAGE TO OR DESTRUCTION OF THE REAL OR PERSONAL PROPERTY DESCRIBED, UNLESS SUCH TIME IS EXTENDED IN WRITING BY THIS COMPANY THE INSURED SHALL RENDER TO THIS COMPANY A PROOF OF LOSS SIGNED OF SWORN TO BY THE INSURED STATING KNOWLEDGE AND BELIEF OF THE INSURED AS TO THE FOLLOWING
  - (A) THE TIME AND ORGIN OF THE PROPERTY DAMAGE OR DESTRUCTION CALS G
    THE INTERRUPTION OF BUSINESS
  - (B) THE INTEREST OF THE INSURED AND OF ALL OTHERS IN THE BUSINESS
  - (C) ALL OTHER CONTRACTS OF INSURANCE WHETHER VALID OR NOT COVERI G IN ANY MANNER THE LOSS INSURED AGAINST BY THIS POLICY
  - (D) ANY CHANGES IN THE TITLE NATURE, LOCATION ENCUMBRANCE OR POSSESSION OF SAID BUSINESS SINCE THE ISSUING OF THIS POLICY, AND
  - (E) BY WHOM AND FOR WHAT PURPOSE ANY BUILDING HEREIN DESCRIBED AND THE SEVERAL PARTS THEREOF WERE OCCUPIED AT THE TIME OF DAMAGE OR DESTRUCTION

AND SHALL FURNISH A COPY OF ALL THE DESCRIPTIONS AND SCHEDULES IN ALL POLICIES, AND THE ACTUAL AMOUNT OF BUSINESS INTERRUPTION VALUE AND LOSS OF EARNINGS AND EXPENSE CLAIMED ACCOMPANIED BY DETAILED EXHIBITS OF ALL VALUES, COSTS AND ESTIMATES UPON WHICH SUCH AMOUNTS ARE BASED

THE INSURED AS OFTEN AS MAY BE REASONABLY REQUIRED SHALL EXHIBITION ANY PERSON DESIGNATED BY THIS COMPANY ALL THAT REMAINS OF ANY PROTERTY HEREIN DESCRIBED AND SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PLASONAMED BY THIS COMPANY AND SUBSCRIBE THE SAME AND, AS OFTEN AS MAY BE REASONABLY REQUIRED SHALL PRODUCE FOR EXAMINATION ALL BOOKS OF

ACCOUNT, BILLS, INVOICES AND OTHER VOUCHERS OF CERTILI'D COPI'S THEREOF IF OBIGINALS BE LOST, AT SUCH RLASON IN FILME IND PLACE AS MAY BE DESIGNATED BY THIS COMPANY OR ITS REPORT IN AND SHALL PERMIT EXTRACTS AND COPIES THEREOF TO BE MIN

ATTACHED TO AND FORMING A PART OF POLICY SF 101727 OF THE CENTRAL NATIONAL INSURANCE COMPANY

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SF FORM

*Consent by

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# **ENDORSEMENT**

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Not required unles policy is reduced or restricted by this endorsement

IN CONSIDERATION OF AN INCREASE OF THE DEPOSIT PREMIUM TO

\$27,147 00, THE LIMIT OF LIABILITY UNDER THIS POLICY IS

INCREASED TO \$500,000 OO PART OF \$1,500,000 OO

#1372

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to Section No ELIXIR INDUSTRIES

Section No Endorsement No _ ?

Effective 8-1-76

av/SP 8/11/76

IN CONSIDERATION OF THE PREMIUM CHARGED, THE DEDUCTIBLE
APPLICABLE TO EACH LOSS BY EARTHQUAKE IS HEREBY INCREASED
TO \$1,000,000 00

EIVED

ACCEPTED BY

CHARLES & SHERMAN DIRECTOR OF ADMINISTRATION FJG 31 1976

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the polic, other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to

ELIXIR INDUSTRIES

Section No Endorsement No _ 3

Effective 8-1-76

av/SP 8/11/76

Agen

# FU-60d SC(25M 10-75)

# GENERAL ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, THE DEDUCTIBLE
APPLICABLE TO EACH LOSS BY EARTHQUAKE IS HEREBY INCREASED
TO \$1,000,000 00

ACCEPTED	BY	
		(Insured's Signature)

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to Section No ELIXIR INDUSTRIES

Endorsement No _ 3

Effective 8-1-76

av/SP 8/11/76

Agent

FU-60d SC(25M 10-75)

#### GENERAL ENDORSEMENT

#### PARAGRAPH NO 7 IS AMENDED AS FOLLOWS

FOR THE PURPOSE OF DEPOSIT PREMIUM COMPUTATION FOR THE POLICY YEAR 8-1-76 TO 8-1-77, THIS POLICY IS ISSUED AT A DEPOSIT COMPUTED ON VALUES OF \$85,000,000 OO (BEING \$65,000,000 OO ON REAL & PERSONAL PROPERTY AND \$20,000,000 OO ON EARNINGS AND EXPENSES) BASED ON AN ANNUAL RATE OF 0958

Nothing herein contained shall vary alter waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to Section No ELIXIR INDUSTRIES

Section No Endorsement No

Effective

8-1-76

av/SP 8/11/

Agen

EFFECTIVE 12-10-76, THE FOLLOWING LOCATION IS ADDED TO COVERAGE UNDER THIS POLICY:

### CALIFORNIA

15 18026 SOUTH BROADWAY, GARDENA, CALIFORNIA

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 10 17 27

of the

CENTRAL NATIONAL INSURANCE CO

ELIXIER INDUSTRIES

Issued to Section No Endorsement No

Effective 12-10-76

ev/SP 12/17/76

1--- EIVED LEC 20 1976

Agent

FU-60d SC(25M 10-75)

# GENERAL ENDORSEMENT

# IN CONSIDERATION OF THE PREMIUM CHARGED, THE FOLLOWING CALIFORNIA LOCATION IS ADDED TO COVERAGE UNDER THIS POLICY

16 -3020 EAST LAS HERMANAS, COMPTON, CALIFORNIA

> *R-CEIVED* AJG 14 976

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No SE 101727

of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to

Section No.

Endorsement No _ 5

ELIXIR INDUSTRIES

Effective

8-1-76

ev/SP 8/11/76

THE DESCRIPTION OF THE FOLLOWING LOCATIONS IS AMENDED AS FOLLOWS:

CALIFORNIA 412

3321-3343 AIRPORT ROAD, SACRAMENTO, CALIFORNIA

KARSAS #1

520 SOUTH PAXTON

MENTON INDUSTRIAL PARK

MENTON, KANSAS

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

SF 101727

To be attached to and forming a part of Policy No

5

of the

CENTRAL HATIOHAL INSURANCE COMPANY

ELIXIR INDUSTRIES

Issued to Section No Endorsement No

--- 00 ~~

12-21-76 Effective

av/SP 1/25/77

JAN26 1977

THE POLLOWING LOCATIONS ARE ADDED TO COVERAGE UNDER THIS POLICY

7/0 1 1 10

# CALIFORNIA

9146 OLIVE DRIVE, SPRING VALLEY, CALIFORNIA

OK

17 17140 SOUTH KINGSTON STREET, CARSON, CALIFORNIA OUT

# WASHINGTON

ARKARSAS

2 ROUTE 1, TOWASKET, OKAMAGAN COUNTY, WASHINGTON

1 1001 COLONEL GLENN ROAD, LITTLE ROCK, ARKANSAS

al

# PERRSYLVANIA

2 304 RAST MAIN STREET, BARRVILLE, PERHSYLVANIA

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

SF 101727

To be attached to and forming a part of Policy No

of the

CENTRAL HATIONAL INSURANCE COMPANY

ELIXIR INOUSTRIES

Issued to Section No Endorsement No

-- 70 77

Effective

12-21-76

w/SP 1/25/77

Agent

THE FOLLOWIN LOCATION IS ADDED TO COVERAGE UNDER THIS POLICY:

Tennessee

1 PLANT PREMISES OF COMALCO SITUATED COMALCO DRIVE, JACKSON, TERMESSER

out

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 101727

of the

CENTRAL NATIONAL INSURANCE CO.

Issued to Section No. ELIXIR INDUSTRIES

Section No Endorsement No 7

Effective 1-4-71

av/SP 1/25/77

Agent

TOTAL VALUES REPORTED BY THE INSURED AS OF 6-20-77 ARE \$101,317,925

IN ACCORDANCE WITH THE REPORTING PROVISIONS OF THIS POLICY, AN ADDITIONAL PREMIUM OF \$2,605 IS DUE AND PAYABLE

1 -- 22 1877

Nothing herein contained shall vary after waive or extend any of the terms representations conditions or agreements of the policy other than as above stated

To be attached to and forming a part of Policy No

SF 10 17 27

of the

CENTRAL NATIONAL INSURA CE CO

Issued to Section No Endo sement No ELIXIER INDUSTRIES

Effective 8-1-7

SP/sae 8-18-77

BY - - - -

#### DAILY REPORT

#### INLAND MARINE POLICY

NY

No I 523 08 72

THE

NTRAL NATIONAL INSURANCE CON OF OMAHA NEB 1 SKA

REN of SF 10 17 27

#36480 (B)
WILSHIRE INSURANCE AGENCY
680 WILSHIRE PLACE
LOS ANGELES, CALIF 90005

Named Insured and Address

ELIXIR INDUSTRIES, ET AL 17809 SOUTH BROADWAY GARDENA, CALIF 90248 Policy Period (Mo Day 7,)

From 8-1-77 to 8-1-80 at noon standard time at place of issuance

500,000 AMOUNT PART OF \$1,500,000.

108

36,474

ANNUAL PREMIUM

In consideration of the stipulations herein named and of the premium above specified the Company does insure the above Named Insured hereinafter called the Insured whose address is shown above from the inception date shown above at noon (standard time) to the expiration date shown above at noon (standard time) at place of issuance to an amount not exceeding the amount(s) above specified on property described below or in schedule attached

RATE

### AS PER FORMS ATTACHED

ACT -CI \ LA CAN

SP CAL IT I PROPERTY

3180 \ LS I E | E' APD

LOS ANDLLES ( OR 'IA 90010

213-320-3650

LOS ANGELES, CALIF

AETNA CRAVENS DATEN &CO

____Agent

Countersigned 8-25-77

CN 2794

- 1 MISREPRES NTATION AND FRAUD II s nt polly shall be of 1 whit lete e e afte a loss the line dehas concealed on the tenth of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end of the end
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- 16 LOSS CLAUSE  $\Lambda$  y  $^{+}$  hereunde shall not reduce the amount of this policy
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- 18 CANCELATION In 1 cynny be canceled by the Insu ed by n Ing to the Cop y the notic stating fen thereafte uch cancelation shall be fit. This policy may be canceled by the Congany by mailing to the content on shall be effect to sufficient policifint to another the notice shall be sufficient policifint to another the notice shall be sufficient policifint to another the end of the policy period Dilley by the Insu ed or by the Company shall
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### SCHEDULE OF LOCATIONS

#### CALIFORNIA

- 1 15722 and REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
- 2 16815 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 3 17809 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 4 17905 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 5 17925-18001 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 6 18020 AND REAR SOUTH BROADWAY, GARDENA, CALIFORNIA
- 7 18025-37 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 8 18118-18020 SOUTH BROADWAY, GARDENA, CALIFORNIA
- 9 17766-17770 ROWLAND AVENUE, CITY OF INDUSTRY, CALIFORNIA
- 10 18915 LAUREL PARK ROAD, CARSON, CALIFORNIA
- 11 1380 BONVIEW STREET, ONTARIO, CALIFORNIA
- 12 3019 EAST HARCOURT, COMPTON, CALIFORNIA
- 13 3028 EAST LAS HERMANAS, COMPTON, CALIFORNIA
- 14 3020 EAST LAS HERMANAS, COMPTON, CALIFORNIA
- 15 18026 S BROADWAY, GARDENA, CALIFORNIA
- 16 9146 OLIVE DRIVE, SPRING VALLEY, CALIFORNIA
- 17 3321-3343 AIRPORT ROAD, SACRAMENTO, CALIFORNIA

#### ARIZONA

1 1346 WEST BROADWAY AND 219-263 MULBERRY, MESA, ARIZONA

#### OREGON

- 1 ROUTE 1, AURORA, OREGON
- 2 7914 S E 82ND STREET, PORTLAND, OREGON

#### 1 181 4

# WASHINGTON

1 2000 EAST COLUMBIA WAY, VANCOUVER, WASHINGTON
2 Routel Tonashet, Onanagen Westington
IDAHO

1 FRANKLIN AND EAGLE ROAD, MERIDIAN, IDAHO

#### **COLORADO**

1 6945 FEDERAL BOULEVARD, DENVER, COLORADO

# KANSAS

- 1 W S OF OSWEGO, OFF OF HIGHWAY 94, OSWEGO, KANSAS
- 2 HIGHWAY 59, CHETOPA, KANSAS
- 3 520 S PAXTON, NEWTON INDUSTRIAL PARK, NEWTON, KANSAS

#### TEXAS

- 1 1500 NORTH SERVICE ROAD, MIDLOTHIAN, TEXAS
- 2 612 BURLINGTON, SAGINAW, TEXAS

#### INDIANA

- 1 2040 AND REAR, INDUSTRIAL PARKWAY, ELKHART, INDIANA
- 2 2040 TOLEDO ROAD, ELKHART, INDIANA
- 3 ONE WARD STREET, WAKARUSA, INDIANA

# PENNSYLVANIA

- 1 431-481 HARRISBURG AVENUE, LANCASTER, PENNSYLVANIA
- 2 304 E MAIN STREET, BAREVILLE, PENNSYLVANIA

# ALABAMA

1 U S HIGHWAY 72, TUSCUMBIA, ALABAMA

### NORTH CAROLINA

1 303 FREEWAY DRIVE, REIDSVILLE, NORTH CAROLINA

# GEORGIA

- 1 SOUTH GATE INDUSTRIAL PARK, DOUGLAS, GEORGIA
- 2 WASHINGTON STREET, FITZGERALD, GEORGIA
- 3 DOUGLAS INDUSTRIAL PARK, DOUGLAS, GEORGIA

# FLORIDA

1 I-4 AND KENSINCER ROAD, LAKELAND, FLORIDA

# MINNESOTA

1 2104 N BROADWAY, NEW ULM, MINNESOTA

# WISCONSIN

1 HIGHWAY 61 NORTH, LANCASTER, WISCONSIN

# ARKANSAS

1 10001 COLONEL GLENN ROAD, LITTLE ROCK, ARKANSAS

# ELIXIR INDUSTRIES LENDER'S LOSS PAYABLES

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS LENDER'S LOSS PAYABLES PER THE TERMS AND CONDITIONS OF FORM 438BFU NS

The Prudential Insurance Company of America Insurance Section, Real Estate Ins Service P O Box 2314, Terminal Annex Los Angeles, California 90051 Loan Number 2-2164567

As respects Building situate 3019 East Harcourt Compton, California

Farmers Merchant Bank
New Ulm, Minnesota 56073
Attention Mr George Volv
As respects building situate

2014 North Broadway New Ulm, Minnesota

Union State Bank Lancaster, Wisconsin 53813 Attention Mr W R Sonnenberg As respects building situate

Highway 61 North Lancaster, Wisconsin

Fulton National Bank 8 Penn Square Lancaster, Pennsylvania 17602 As respects building situate

431-481 Harrisburg Avenue Lancaster, Pennsylvania

City of Chetopa Chetopa, Kansas 67336 As respects building situate

Highway _59 Chetopa, Kansas

Fitzgerald Federal Savings & Loan Association
P O Box 36
301 West Central Avenue
Fitzgerald, Georgia 31750
As respects building situate Washington Street
Fitzgerald, Georgia

Central Bankhouse of the South, Inc P O Box 10566 Birmingham, Alabama 35296 As respects building & Equipment situate

U S Highway 92 Alt Tuscumbia, Alabama ELIXIR INDUSTRIES LENDER'S LOSS PAY LES PAGE II

Fulton Bank
P O Box 1199
Lancaster, Pennsylvania 17604
As respects building situate

304 East Main Street Bareville, Pennsylvania

Bankers Life Company
711 High Street
Des Moines, Iowa 50307
As respects the following locations

#### CALIFORNIA

- 1) 15722 South Broadway
- 3) 17809 South Broadway
- 4) 17905 South Broadway
- 5) 17925 South Broadway
- 7) 18025 South Broadway All Gardena, California
- 13) 3321-3343 Airport Road Sacramento, California

#### OREGON

1) Route 1
 Aurora Oregon

#### INDIANA

- 1) 2040 Industrial Parkway
- 2) 2040 Toledo Avenue All Elkhart, Indiana

# ELIXIR INDUSTRIES ADDITIONAL NAMED INSUREDS

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS NAMED INSUREDS

Alan Marcus c/o Marcus Brothers 1950 West Eighth Street Hialeah, Florida 33010 As respects building situate

3028 East Las Hermanes Compton, California

Jerry Rapport 3250 Abalone Laguna Niguel, California As respects building situate

3019 Harcourt Compton, California

The Manufacturers Life Insurance Company of Toronto, Canada and the Alison Company, as their interests may appear c/o the Alison Company 2091 San Joaquin Hills Road Newport Beach, California 92660 Attention Property Management As respects building situate 18915 L

18915 Laurel Park Road Carson, California

Jack C Ecoff
447 Fernwood Drive
Oxnard, California
As respects Building situate

17766-17770 Rowland Avenue City of Industry California

Albert G Schaefer, Jr 455 El Bosque Laguna Beach, California 92651 As respects building situate

16815 South Broadway Carson, California

E F Craig as Trustee
Under Trust Agreement dated 4/20/67
c/o Robert B Bottomly
P O Box 1377
La Jolla, California 92038
As respects building situate

18037 South Broadway & 18020 South Broadway Gardena, California

ELIXIR INDUSTRIES
ADDITIONAL NAMED INSUREDS
PAGE II

Union Bank, A California Corporation As Trustee of Trusts A & B of the Joseph M Rosenberg Family Trust

As respects Buildings situate

18118 and 18120 South Broadway Gardena, California

Alma Marıa Kramer 324 Kıngsbury Drive Aptus, California 95003 As respects bullding situate

3020 East Las Hermanes Street, Compton, California

Lancaster Industrial Development Authority As their interest may appear

As respects building situate

3Q4 Cast Main Street Bareville Pennsylvania

E S W A aif
c/o Mr Jegstad
Welhavensgt l
Oslo, Norway
As respects inventory situate

18118-18120 South Broadway Gardena, California

#### DECLARATIONS PAGE AND GENERAL CONDITIONS

# 1 INSURED

ELIXIR INDUSTRIES, INC AND ALL WHOLLY OWNED AFFILIATES OR SUBSIDIARIES AS THEY PRESENTLY EXIST OR MAY HEREAFTER BE CONSTITUTED

17809 SOUTH BROADWAY GARDENA, CALIFORNIA 90248

# 2 LOSS PAYABLE

LOSS, IF ANY, SUBJECT TO MORTGAGEE AND LOSS PAYABLE CLAUSE, IF ANY, SHALL BE PAYABLE TO NAMED INSURED OR ORDER

7

#### 3 LIMITS OF LIABILITY

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORE
THAN OF THE FOLLOWING LIMITS OF LIABILITY IN ANY ONE
CASUALTY OR DISASTER

LIMIT	rs of Liability _	COVERAGE	DEDUCTIBLE
1) \$1,50	00,000 00	BLANKET PROPERTY DAMAGE AND EARNINGS AND EXPENSES,	\$100,000 00 (EXCLUDING EARTHQUAKE)
2) INCL	UDED	EARTHQUAKE	\$1,000,000 00
3) \$ 19	50,000 00	PROPERTY IN TRANSIT	\$ 25,000 00

#### DEDUCTIBLE CLAUSE

THIS COMPANY SHALL BE LIABLE UNDER EACH OF THE ITEMS SPECIFIED IN PARAGRAPH THREE (3) ABOVE WHEN LOSS EXCEEDS THE DEDUCTIBLE AMOUNT SPECIFIED, IN ANY ONE OCCURRENCE AND THEN ONLY FOR THE EXCESS THEREOF

# 5 TERRITORIAL LIMITS

THIS POLICY COVERS WITHIN THE UNITED STATES OF AMERICA WITH THE EXCEPTION OF PROPERTY IN TRANSIT

#### 6 ACQUISITION CLAUSE

THIS POLICY IS EXTENDED TO COVER FOR ITS PRO-RATA SHARE SUBJECT TO A 100% LIMIT OF LIABILITY IN THE AMOUNT OF \$500,000 00, ON ALL REAL AND PERSONAL PROPERTY AND EARNINGS AND EXPENSES AS COVERED HEREUNDER AT LOCATIONS WHICH ARE ACQUIRED BY THE INSURED OR USED TEMPORARILY BY THE INSURED

#### 7 PREMIUM ADJUSTMENT CLAUSE

FOR THE PURPOSE OF PREMIUM COMPUTATION THIS POLICY HAS BEEN INITIALLY COMPUTED ON VALUES OF \$100,853,000 00 (BEING \$77,000,000 ON REAL AND PERSONAL PROPERTY AND \$23 853,000 ON EARNINGS AND EXPENSES) BASED ON AN ANNUAL RATE OF \$ 108 PER \$100 00

AT EACH ANNIVERSARY THE INSURED SHALL REPORT IN WRITING TO THIS COMPANY THE 100 0% REPLACEMENT COST VALUES OF ALL REAL AND PERSONAL PROPERTY AS OF THE CLOSE OF THE LAST FISCAL YEAR END AND THE 100 0% GROSS PROFIT FOR THE LAST FISCAL YEAR

THE DIFFERENCE IN VALUE BETWEEN THE INITIAL (GOING IN) VALUES AND THE REPORTED VALUES WILL BE ADJUSTED AGAINST A RATE OF \$ 054 AND ANY ADDITIONAL OR RETURN PREMIUM WILL BE DUE AND PAYABLE AT THAT TIME

THE SUBSEQUENT INSTALLMENT WILL BE BASED UPON THE NEW REPORT OF VALUES APPLIED AGAINST AN ANNUAL RATE OF \$ 108

#### 8 CANCELLATION CLAUSE

THE TIME REQUIRED FOR CANCELLATION OF THIS POLICY BY THE COMPANY SHALL BE THIRTY DAYS (30) BUT THIS EXTENSION OF TIME SHALL NOT APPLY IF THE COMPANY ELECTS TO CANCEL FOR NON-PAYMENT OF PREMIUM

IF THE COMPANY CANCELS THIS POLICY FOR NON-PAYMENT OF PREMIUM, THE TIME REQUIRED FOR CANCELLATION SHALL BE FIVE (5) DAYS

#### 9 SUBROGATION WAIVER CLAUSE

THIS INSURANCE SHALL NOT BE PREJUDICED BY AGREEMENT MADE BY THE INSURED RELEASING OR WAIVING THE INSURED'S RIGHT OF RECOVERY AGAINST THIRD PARTIES RESPONSIBLE FOR THE LOSS UNDER THE FOLLOWING CIRCUMSTANCES ONLY

- A IF MADE BEFORE OCCURRENCE OR LOSS SUCH AGREEMENT MAY RUN IN FAVOR OF ANY THIRD PARTY
- B IF MADE AFTER OCCURRENCE OF LOSS, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS
  - (1) A THIRD PARTY INSURED UNDER THIS POLICY
  - (2) A CORPORATION, FIRM OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETORY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED
- C ANY EMPLOYEE, OFFICER OR DIRECTOR OF THE INSURED
- D ANY TENANT OR LANDLORD OF THE INSURED

# 10 ERROR IN NAME CLAUSE

ANY ERROR IN THE NAME OR TITLE OF THE INSURED SHALL NOT PREJUDICE THIS INSURANCE

# 11 ERROR IN DESCRIPTION CLAUSE

THIS INSURANCE SHALL NOT BE PREJUDICED BY ANY ERROR IN STATING THE NAME, NUMBER, STREET OR DESCRIPTION OF ANY LOCATION OR PREMISES DESCRIBED HEREUNDER

#### PROPERTY DAMAGE FORM

#### A THIS POLICY INSURES

- ON ALL REAL AND PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION
  (EXCEPT AS HEREINAFTER EXCLUDED), NOW EXISTING OR HEREAFTER
  ACQUIRED WHETHER THE INSURED'S PROPERTY OR PROPERTY FOR WHICH THEY
  MAY BE LEGALLY LIABLE OR FOR WHICH THE INSUREDS MAY HAVE ASSUMED
  OR SHALL ELECT TO ASSUME RESPONSIBILITY, ALL WHILE ON PREMISES
  AS DESCRIBED IN DECLARATION PAGE(S) OR WITHIN 500 FEET THEREOF
- 2 PROPERTY LOCATED UNDERGROUND

IF THIS POLICY COVERS BUILDINGS, MACHINERY OR STRUCTURES IT SHALL ALSO COVER TANKS, FLUES, PIPES, DRAINS, TUNNELS, WIRING OR OTHER EQUIPMENT AND PASSAGEWAYS LOCATED UNDERGROUND ON PREMISES CONTAINING THE PROPERTY DESCRIBED HEREIN AND APPURTENANT THERETO ALSO THIS POLICY IS EXTENDED TO COVER FOUNDATION OF BUILDINGS, MACHINERY AND STRUCTURES, WHETHER OR NOT UNDERGROUND

B LIMITS OF LIABILITY

AS PER DECLARATION(S) PAGE

C PROPERTY EXCLUDED

THERE IS NO LIABILITY UNDER THIS POLICY FOR LOSS OF OR DAMAGE TO

- 1 LAND, TREES, SHRUBS, PLANTS, GROWING CROPS, OR ANIMALS
- 2 ACCOUNTS, BILLS CURRENCY, DEEDS EVIDENCES OF DEBT OR TITLE, MONEY, NOTES, SECURITIES
- 3 VEHICLES LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE AIRCRAFT, WATERCRAFT MOTORCYCLES MOTOR SCOOTERS AND OTHER SIMILAR VEHICLES
- 4 FURS OR FUR TRIMMED GARMENTS JEWELS AND JEWELRY INCLUDING PREGIOUS AND SEMI-PRECIOUS STONES, WATCHES AND WATCH MOVEMENTS, GOLD, SILVER, PLATINUM OR OTHER PRECIOUS ALLOYS OR METALS IN SOLID, DUST OR LIQUID FORM
- D PERILS INSURED AGAINST

EXCEPT AS HEREINAFTER EXCLUDED THIS POLICY INSURES AGAINST ALL RISK OF DIRECT PHYSICAL LOSS OF OR DAMAGE TO THE PROPERTY INSURED

E PERILS EXCLUDED

THERE IS NO LIABILITY FOR LOSS OR DAMAGE

1 WAR RISK EXCLUSION THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (A) HOSTILE OR WARLIKE ACTION

IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES OR (2) BY MILITARY, NAVAL OR AIR FORCES OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES (B) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE

- NUCLEAR CLAUSE THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY
- 3 FROM MYSTERIOUS DISAPPEARANCE OF PROPERTY OR SHORTAGE OF PROPERTY DISCLOSED ON TAKING INVENTORY
- ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT DONE BY OR AT THE INSTIGATION OF ANY INSURED, PARTNER OR JOINT VENTURE IN OR OF ANY INSURED, AN OFFICER, DIRECTOR OR TRUSTEE OF ANY INSURED PILFERAGE, APPROPRIATION OR CONCEALMENT OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHERWISE, OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED, OTHER THAN ANY CARRIER OR OTHER BAILEE FOR HIRE

A TO Y THE THE THE THE THE

- 5 TO MACHINERY AND EQUIPMENT CAUSED BY MECHANICAL BREAKDOWN WITHIN SUCH MACHINERY OR EQUIPMENT
- CAUSED BY OR RESULTING FROM EXPLOSION, RUPTURE, BURSTING, CRACKING, BURNING OR BULGING OF STEAM BOILERS, PRESSURE VESSELS OR THE PIPING OR APPARATUS ATTACHED THERETO HOWEVER THIS EXCLUSION SHALL NOT EXCLUDE LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX (OR COMBUSTION CHAMBER) OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM
- TO ELECTRICAL APPLIANCES, DEVICES, OR WIRING OF ANY KIND CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED WHICH RESULT IN SUDDEN AND ACCIDENTAL INJURY TO SUCH ELECTRICAL APPLIANCES, DEVICES OR WIRING, UNLESS A PERIL NOT OTHERWISE EXCLUDED ENSUES, AND THEN ONLY FOR LOSS OR DAMAGE CAUSED BY THE ENSUING PERIL

- 8 (A) CAUSED BY ERRORS IN DESIGN, POOR WORKMANSHIP, OR USE OF FAULTY MATERIALS, IN THE DEVELOPMENT, PROCESSING OR MANUFACTURE OF THE INSURED'S PRODUCTS OR LOSS ATTRIBUTABLE TO MANUFACTURING OR PROCESSINC OPERATIONS WHICH RESULT IN DAMAGE TO STOCK OR MATERIALS WHILE SUCH STOCK OR MATERIALS ARE BEING PROCESSED, MANUFACTURED, OR OTHERWISE BEING WORKED UPON,
  - (B) TO BUILDINGS AND STRUCTURES UNDER CONSTRUCTION RESULTING FROM THE COST OF MAKING GOOD ANY FAULTY WORKMANSHIP MATERIAL, CONSTRUCTION OR DESIGN BUT THIS EXCLUSION SHALL NOT BE DEEMED TO EXCLUDE LOSS OR DAMAGE ARISING AS A CONSEQUENCE OF FAULTY WORKMANSHIP, MATERIAL, CONSTRUCTION OR DESIGN
- 9 LOSS OR DAMAGE CAUSED BY OR RESULTING FROM WEAR AND TEAR, INHERENT VICE, LATENT DEFECT, GRADUAL DETERIORATION, MOTH, VERMIN, RODENTS, WORMS, INSECTS INCLUDING LARVAE OR PUPAE THEREOF, UNLESS LOSS BY FIRE, OR EXPLOSION ENSUES, AND THEN ONLY FOR SUCH ENSUING LOSS
- CAUSED BY FREEZING TO PLUMBING OR HEATING SYSTEMS OR THEIR
  APPLIANCES INCLUDING RESULTING LOSS BY LEAKAGE OR OVERFLOW FROM
  SUCH SYSTEMS OR APPLIANCES, WHILE AN INSURED BUILDING OR STRUCTURE
  IS VACANT OR UNOCCUPIED, UNLESS THE INSURED SHALL HAVE EXERCISED
  DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDING OR
  STRUCTURE OR UNLESS SUCH SYSTEMS AND APPLIANCES HAD BEEN DRAINED
  AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY
- CAUSED BY SETTLING, CRACKING, SHRINKING, BULGING, OR EXPANSION OF PAVEMENTS, FOUNDATIONS, WALLS, FLOORS OR CEILINGS UNLESS DIRECT LOSS BY FIRE OR WATER NOT OTHERWISE EXCLUDED ENSUES, IN WHICH EVENT THIS POLICY SHALL COVER ONLY THE ENSUING LOSS
- CAUSED BY FLOOD WATER, WAVES, TIDE OR TIDAL WATER, OR BY THE RISING, OVERFLOWING OR BREAKING OF BOUNDARIES OF NATURAL OR MAN-MADE BODIES OF WATER, OR BY SPRAY FROM ANY OF THE FOREGOING
- 13 CAUSED BY EARTHQUAKE, LANDSLIDE, SUBSIDENCE OR OTHER EARTH MOVEMENT

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- LOSS OR DAMAGE CAUSED BY OR RESULTING FROM ANY FRAUDULENT SCHEME, TRICK, DEVICE, OR FALSE PRETENSE PRACTICED UPON THE INSURED OR UPON ANY PERSON(S) TO WHOM THE PROPERTY MAY BE ENTRUSTED
- WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS, OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENTS OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS
- 16 LOSS OR DAMAGE CAUSED BY EXPOSURE TO RAIN, SLEET, HAIL, SNOW OR WEATHERING WHERE PERSONAL PROPERTY IS LEFT IN THE OPEN

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OCCASIONED BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR, DEMOLITION OF BUILDINGS OR STRUCTURES

#### GENERAL CONDITIONS

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- 1 VALUATION UNLESS OTHERWISE ENDORSED HEREON, ADJUSTMENT OF LOSS UNDER THIS POLICY SHALL BE DETERMINED AS FOLLOWS
  - (A) RAW STOCK, SUPPLIES AND OTHER MERCHANDISE NOT MANUFACTURED BY THE INSURED, THE REPLACEMENT COST,
  - (B) STOCK IN PROCESS, THE VALUE OF RAW STOCK AND LABOR EXPENDED, PLUS THE PROPER PROPORTION OF OVERHEAD CHARGES
  - (C) FINISHED STOCK MANUFACTURED BY THE INSURED, THE REGULAR CASH SELLING PRICE LESS ALL DISCOUNTS AND CHARGES TO WHICH SUCH FINISHED STOCK WOULD HAVE BEEN SUBJECT HAD NO LOSS OCCURRED
  - (D) IMPROVEMENTS AND BETTERMENTS TO REAL PROPERTY MADE BY OR ACQUIRED BY THE INSURED SHALL BE CONSIDERED THE ASSURED'S EXCLUSIVE PROPERTY AND THE LOSS ADJUSTMENTS UNDER THIS POLICY SHALL BE MADE AND ADMITTED ACCORDINGLY, IRRESPECTIVE OF CLAIM OR LOSS PAYMENT UNDER LESSOR OR BUILDING OWNER'S POLICIES
  - (E) IT IS UNDERSTOOD AND AGREED THAT LIABILITY ON EXPOSED FILM, RECORDS, MANUSCRIPTS AND DRAWINGS SHALL NOT EXCEED THEIR VALUE BLANK PLUS THE COST OF TRANSCRIPTION
    - LIABILITY FOR LOSS OR DAMAGE ON MEDIA, DATA STORAGE DEVICES, AND PROGRAM DEVICES FOR ELECTRONIC AND ELECTRO-MECHANICAL DATA-PROCESSING AND PRODUCTION EQUIPMENT IS LIMITED TO THE COST OF REPRODUCING SUCH MEDIA, DATA STORAGE DEVICES, AND PROGRAM DEVICES FROM DUPLICATES OR FROM ORIGINALS OF THE PREVIOUS GENERATION OF THE DATA
  - (F) IT IS UNDERSTOOD AND AGREED THAT ALL REAL AND PERSONAL PROPERTY INSURED BY THIS POLICY, OTHER THAN AS PROVIDED FOR BY F 1 A, B, C, D, and E, ABOVE, SHALL BE INSURED FOR THE COST, AS OF THE DATE OF LOSS, OF REPLACEMENT OF THE DAMAGED OR DESTROYED PROPERTY IN A NEW CONDITION WITH MATERIALS OF LIKE SIZE, KIND AND QUALITY, ALL SUBJECT TO THE FOLLOWING CONDITIONS
    - (1) IF PROPERTY DAMAGED OR DESTROYED IS USELESS TO THE INSURED OR IS NOT REPAIRED, REBUILT OR REPLACED ON THE SAME OR ANOTHER SITE WITHIN A REASONABLE TIME AFTER THE LOSS OR DAMAGE, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN THE ACTUAL CASH VALUE (ASCERTAINED WITH PROPER DEDUCTION FOR DEPRECIATION) OF THE PROPERTY DESTROYED
    - (2) THE TOTAL LIABILITY_OF THIS COMPANY UNDER THIS POLICY FOR LOSS TO PROPERTY INCLUDED UNDER THIS ENDORSEMENT SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING

- (b) THE COST TO REBUILD OR REPLACE, ALL AS OF THE DATE OF LOSS, ON THE SAME SITE, WITH NEW MATERIALS OF LIKE SIZE, KIND AND QUALITY, OR
- (c) THE ACTUAL EXPENDITURE INCURRED IN REBUILDING, REPAIRING OR REPLACING ON THE SAME OR ANOTHER SITE
- (3) THIS COMPANY SHALL NOT BE LIABLE FOR ANY INCREASED COST OR REPAIR OR RECONSTRUCTION BY REASON OF ANY ORDINANCE OR LAW REGULATING CONSTRUCTION OR REPAIR
- REMOVAL OF DEBRIS IN THE EVENT OF LOSS OR DAMAGE BY A PERIL INSURED AGAINST AND NOT EXCLUDED IN THIS POLICY, THIS INSURANCE SHALL ALSO PAY THE COST OF REMOVAL OF MATERIAL AND DEBRIS IF SUCH MATERIAL AND DEBRIS IS AN INSURED PART OF THE PROPERTY COVERED, INCLUDING THE COST OF REMOVAL OR DEMOLITION OF ANY PORTION OF THE INSURED PROPERTY NO LONGER USEFUL FOR THE PURPOSE FOR WHICH IT WAS INTENDED THIS EXTENSION SHALL NOT BE CONSIDERED AS ADDITIONAL INSURANCE AND IS SUBJECT TO THE LIMITS OF LIABILITY STATED IN THIS POLICY
- 3 OTHER INSURANCE THIS POLICY IS FOR ITS PRO-RATA SHARE OF THE PRIMARY INSURANCE NO RESTRICTION APPLIES TO ANY EXCESS INSURANCE, REGARDLESS OF FORM OR AMOUNT
- 4 PRO-RATA CLAUSE THE LIABILITY UNDER THIS POLICY SHALL NOT EXCEED THAT PROPORTION OF ANY LOSS WHICH THE AMOUNT OF INSURANCE HERE-UNDER BEARS TO ALL INSURANCE, WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER THE LOSS INSURED AGAINST BY THIS POLICY
- 5 LOSS CLAUSE ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY
- 6 PERMITS AND AGREEMENTS CLAUSE PERMISSION GRANTED (A) FOR SUCH USE OF THE PREMISES AS IS USUAL AND INCIDENTAL TO THE BUSINESS CONDUCTED AND FOR EXISTING AND INCREASED HAZARDS AND FOR CHANGE IN USE OR OCCUPANCY (B) TO KEEP AND USE ALL ARTICLES AND MATERIALS, USUAL AND INCIDENTAL TO SAID BUSINESS, IN SUCH QUANTITIES AS THE EXIGENCIES OF THE BUSINESS REQUIRE, AND THIS INSURANCE SHALL NOT BE AFFECTED OR PREJUDICED BY UNOCCUPANCY OR VACANCY NOR BY ANY ACT OR NEGLECT OF ANY PERSON (OTHER THAN THE NAMED INSURED), WHEN SUCH ACT OR NEGLECT IS NOT WITHIN THE CONTROL OF THE NAMED INSURED
- FIRE DEPARTMENT CLAUSE IN CONSIDERATION OF THE PREMIUM CHARGED, THIS INSURANCE COVERS INSURED'S LIABILITY FOR FIRE DEPARTMENT CHARGES WHERE A RECOGNIZED OR ESTABLISHED PUBLIC OR PRIVATE FIRE DEPARTMENT IS CALLED BECAUSE OF A FIRE IN, ON, OR EXPOSING ONLY SUCH PROPERTY COVERED HEREUNDER AS MAY BE LOCATED ON THE PREMISES DESCRIBED HEREIN
- INVENTORY OR APPRAISAL CLAUSE IT IS UNDERSTOOD AND AGREED THAT INCASE OF LOSS OR DAMAGE COVERED UNDER THIS POLICY, AND THE INSURED IS REQUIRED TO SUBMIT AN APPRAISAL OR INVENTORY, THIS POLICY IS EXTENDED TO COVER THE EXPENSE OF SUCH APPRAISAL OR INVENTORY FOR AN AMOUNT NOT TO EXCEED \$10,000 00

SALVAGE AND RECOVERIES CLAUSE WHEN IN CONNECTION WITH ANY LOSS WHICH HAS BEEN PAID UNDER THIS POLICY AND A DEDUCTIBLE WAS CONSIDERED IN THE PAYMENT, AND SALVAGE OR RECOVERY IS RECEIVED SUBSEQUENT TO THE PAYMENT OF SUCH LOSS, THE LOSS SHALL BE REFIGURED ON THE BASIS ON WHICH IT WOULD HAVE BEEN SETTLED HAD THE AMOUNT OF SALVAGE OR RECOVERY BEEN KNOWN AT THE TIME OF LOSS WAS ORIGINALLY DETERMINED ANY AMOUNTS THUS FOUND TO BE DUE EITHER THE INSURED OR THE COMPANY FROM THE OTHER SHALL BE PAID PROMPTLY

PROTECTIVE MAINTENANCE IT IS WARRANTED THAT THE INSURED SHALL MAINTAIN IN COMPLETE WORKING ORDER SUCH PROTECTIVE SYSTEMS AND WARNING DEVICES AS EXISTED AT TIME OF ATTACHMENT OF THIS POLICY, OR WHICH THE INSURED HAS AGREED TO INSTALL, INSOFAR AS IT IS, UNDER THE INSURED SCOONTROL OR SUPERVISION, AND THAT NO CHANGE SHALL BE MADE IN THE SAID PROTECTION SYSTEMS AND WARNING DEVICES WITHOUT THE CONSENT IN WRITING OF THIS COMPANY

LIBERALIZATION CLAUSE IF AFTER ISSUANCE OF THIS POLICY AND BEFORE ITS EXPIRATION, THERE BE ADOPTED AND PUBLISHED FOR USE IN THIS - STATE BY THE FIRE INSURANCE RATING ORGANIZATION OF WHICH THIS COMPANY IS EITHER A MEMBER OR SUBSCRIBER, ANY FORMS, ENDORSEMENTS OR RULES BY WHICH THIS INSURANCE COULD BE EXTENDED OR BROADENED WITHOUT ADDITIONAL PREMIUM CHARGE, BY ENDORSEMENT OR SUBSTITUTION OF FORM, THEN, AS TO LOSS OCCURRING AFTER THE EFFECTIVE DATE OF SUCH ADOPTION AND PUBLICATION, SUCH EXTENDED OR BROADENED INSURANCE SHALL INSURE TO THE BENEFIT OF THE INSURED HEREUNDER AS THOUGH SUCH ENDORSEMENT OR SUBSTITUTION OF FORM HAD BEEN MADE

IF PROPERTY COVERED UNDER THIS POLICY IS LOCATED IN A STATE THAT REQUIRES A STATUTORY POLICY AT VARIANCE WITH THIS POLICY, TYEN THIS INSURANCE SHALL COVER SUCH PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF SUCH REQUIRED POLICY

# EARTHQUAKE INSURANCE ENDORSEMENT

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ON ALL PROPERTY OF EVERY KIND AND DESCRIPTION PER PROPERTY DAMAGE FORM, AND EARNINGS AND EXPENSES

- THIS POLICY, SUBJECT TO ALL THE PROVISIONS SET FORTH IN THIS FORM, AND SUBJECT IN ALL OTHER RESPECTS TO ALL THE TERMS, CONDITIONS, AND PROVISIONS OF THIS POLICY INCLUDING THE STIPULATIONS AND ENDORSEMENTS ATTACHED THERETO NOT IN CONFLICT HEREWITH COVERS DIRECT LOSS BY EARTHQUAKE ONLY, AND FOR THE PURPOSE OF THIS ENTIRE POLICY THE WORD "EARTHQUAKE" SHALL BE SUBSTITUTED FOR THE WORD "FIRE" WHEREVER APPEARING IN THIS POLICY AND ITS STIPULATIONS AND ENDORSEMENTS OTHER THAN THIS FORM
- DEDUCTIBLE CLAUSE IN THE EVENT OF SUCH LOSS OR DAMAGE DIRECTLY CAUSED BY EARTHQUAKE, THIS POLICY ONLY TO BE LIABLE FOR THE AMOUNT BY WHICH SUCH LOSS OR DAMAGE DURING ANY SINGLE EARTHQUAKE EXCEEDS ITS PROPORTION OF \$1,000,000 00
- SINGLE LOSS CLAUSE EACH LOSS BY EARTHQUAKE SHALL CONSTITUTE A SINGLE CLAIM HEREUNDER, PROVIDED, IF MORE THAN ONE EARTHQUAKE SHOCK SHALL OCCUR WITHIN ANY PERIOD OF SEVENTY-TWO HOURS DURING THE TERM OF THIS POLICY, SUCH EARTHQUAKE SHOCKS SHALL BE DEEMED TO BE A SINGLE EARTHQUAKE WITHIN THE MEANING HEREOF THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN EARTHQUAKE SHOCK OCCURRING BEFORE THE EFFECTIVE DATE AND TIME OF THIS POLICY, NOR FOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY
- 4 PERILS NOT INSURED AGAINST
  - (A) IN NO EVENT SHALL THIS COMPANY UNDER THIS ENDORSEMENT BE LIABLE FOR ANY LOSS CAUSED DIRECTLY OR INDIRECTLY BY FIRE, EXPLOSION, OR FLOOD OF ANY NATURE, OR BY TIDAL WAVE, WHETHER THE SAME BE CAUSED BY OR BE ATTRIBUTABLE TO EARTHQUAKE OR OTHERWISE
  - (B) (NUCLEAR EXCLUSION) LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY EARTHQUAKE
- ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY EXCEPT THAT THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR MORE THAN ITS PRO-RATA SHARE OF \$1,500,000 00 AGGREGATE LOSS IN ANY ONE POLICY YEAR

# FLOOD INSURAICE HUDORSEMENT

- 1 COVERACE IS ON ALL PROPERTY AS DISCRIPED IN LEAR REY DAMAGE FOR AND LERNINGS AND FARELY ES, AND IS SUPPLET TO 1 des ALD COPDITIONS DEREIN, NOT IN CONFLICE
- 2 FLOOD IS DEFINED FOR THIS COVERAGE AS TOOS OR DOING CAUSED BY FLOOD WATERS, WAVES, TIDE OR TIDAL WATER, OR BY HE RISING, OVERLOSTING, OR BY SPRAY FROM ANY OF THE FOREGOING
- 3 THIS COMPANY MAIL BE LIABLE UNDER THES FUNDA THE DEDUCTIBIL AFOUNT OF \$100,000 OO IN ANY CAR OCCURRENCE AND PHEN ONLY FOR THE EXCESS THERFOF
- ANY LOSS HERFULDER SHALL NOT REDUCE THE ALDUIT OF LITS POLICY, EXCEPT THAT THIS COLPANY SHALL NOT BE LIBBLE U.D.R. LIES POLICY FOR BURE THAN ITS PRO-RATA SHARE OF \$1,500,000 OO AGGREGALE 10.5 IN ANY ONE POLICY YEAR

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# PRANSIC FNDOR, FMINT

THIS POLICY IS INTIMED TO COVER ITS INDION ON ON AN AMOUNT HOL TO FYCHED \$150,000 OO ANY ONE LOSS ON INDPERTY IN ITA SIT ANYTHIS IN THE UNITED STATES AND CANADA AND POPULFIESTAND AT THE RELINDER, PROPERTY IN TRANSIF IS TOURD FOR ALL RUSS OF DIRECT PHYSICAL LOSS EXCLUDING, HO TEVER, 1035 OR ALL CF CAN ED BY THE FOLLOWING

- 1 UNEXPLAINED OR MYST RIOUS DICALL ARAN OF PROPERTY (EACH ST TROPERTY IN THE CUSINDY OF CARRIERS FOR HIRE), ESLOCIMOTE OF LAOPERTY DISCLOSED ON LAKING INVENTORY
- P DELAY, LOSS OF LARKET, INTERMUPTION OF HITE S, FOR COST UNITAL LOSS OF ANY LABORE,
- ANY FRAUDULENT, DISHONIST OR CRIMINAL ACT DONF BY OR AT THE INSTIGATION OF ANY INSURFD, PARTNER OR JOINT VENTURER IN OR OF ANY INSURED, AN OFFICER, DIRECTOR OR TRUSTLE OF ANY INSURED, PIIFERAGE, APPROPRIATION OF CONCEALMENT OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONFST OR CRIMINAL ACT OF ANY EMPLOYFE WHILE WORKING OR OTHERWISE, OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED, OTHER THAN ANY CARRIER FOR HIRE
- 10 IMPORT AND/OR INCOMING INTERCOASTAL WALFR SHIFTIFFING UNTIL AFTER DISCHARGE FROM OCEAN-GOING VESSELS AND UNTIL AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS CLASFD
- TO EXPORT AND/OR OUTGOING INTERCOASTAL WATER SHIPMENTS AFTER PLACED ON BOARD OCEAN-GOING VESSELS OR AFTER THE RISK ASSUMED UNDER ANY OCEAN MARINE CARGO POLICY HAS COMMENCED WHICHEVER OCCURS FIRST

#### BLANKET EARNINGS AND EXPENSES FORM

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- THIS POLICY IS EXTENDED TO COVER THE REDUCTION IN EARNINGS AND ADDITIONAL COST AND EXPENSES RESULTING DIRECTLY FROM THE NECESSARY OR POTENTIAL INTERRUPTION OF BUSINESS CAUSED BY DAMAGE TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, AT PREMISES OWNED OR OCCUPIED BY THE INSURED AND SITUATED AS HEREIN DESCRIBED, BY THE PERIL(S) INSURED AGAINST AS LIMITED BY THE PROPERTY DAMAGE FORM DURING THE TERM OF THIS POLICY IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED EXERCISE DUE DILIGENCE AND DISPATCH TO CONTINUE, AS NEARLY AS PRACTICABLE, THE NORMAL OPERATION OF THE BUSINESS ON THE SAME OR OTHER PREMISES BY MAKING USE OF OTHER PROPERTY OR FACILITIES OR STOCK (RAW, IN PROCESS, FINISHED, OR MERCHANDISE) AT THE LOCA-TION(S) DESCRIBED HEREIN OR ELSEWHERE IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED WILL EXERCISE DUE DILIGENCE AND DISPATCH TO REBUILD, REPAIR OR REPLACE SUCH PART (S) OF THE REAL OR PERSONAL PROPERTY AS HAS BEEN DAMAGED OR DESTROYED THE COMPANY SHALL BE LIABLE
  - (A) FOR THE EXCESS OF THE TOTAL COST AND EXPENSES OF THE OPERATION OF THE BUSINESS DURING THE PERIOD OF RESTORATION (AS HEREINAFTER DEFINED) OVER AND ABOVE THE TOTAL COST OF SUCH OPERATION THAT WOULD NORMALLY HAVE BEEN INCURRED DURING THE SAME PERIOD, HAD THERE BEEN NO INTERRUPTION OR POTENTIAL INTERRUPTION OF BUSINESS;
  - (B) FOR THE REDUCTION IN EARNINGS (AS HEREINAFTER DEFINED) DURING THE PERIOD OF RESTORATION LESS CHARGES AND EXPENSES WHICH DO NOT NECESSARILY CONTINUE, RESULTING DIRECTLY FROM THE NECESSARY INTERRUPTION OF BUSINESS FROM A PERIL INSURED AGAINST,

ALL NOT TO EXCEED THE ACTUAL LOSS SUSTAINED BY THE INSURED, NOR FOR MORE THAN THE AMOUNT OF THIS POLICY

- THIS COMPANY SHALL BE LIABLE DURING THE PERIOD OF TIME, NOT EXCEEDING TWO WEEKS, WHILE ACCESS TO THE DESCRIBED PREMISES IS PROHIBITED BY ORDER OF CIVIL AUTHORITY, BUT ONLY WHEN SUCH ORDER IS GIVEN AS A DIRECT RESULT OF DAMAGE TO NEIGHBORING PREMISES BY ANY PERIL INSURED AGAINST UNDER THIS POLICY
- 3 EXCLUSIONS THE COMPANY SHALL NOT BE LIABLE FOR
  - (A) ANY INCREASE OF LOSS DUE TO LOCAL, STATE, OR FEDERAL ORDINANCE OR LAW REGULATING CONSTRUCTION, REPAIR, REPLACEMENT OR OPERATION OF BUILDINGS OR EQUIPMENT
  - (B) ANY INCREASE OF LOSS DUE TO THE SUSPENSION, LAPSE OR CANCELLATION OF ANY LEASE, LICENSE, CONTRACT OR ORDER
    - (C) ANY INCREASE OF LOSS DUE TO INTERFERENCE AT THE DESCRIBED PREMISES BY STRIKERS OR OTHER UNAUTHORIZED PERSONS WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS



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6-7-76

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Dear Miss Lundean

As you requested, enclosed is a copy of the insurance binder for the building at 3020 E Las Hermanes, Compton, CA The original of this binder has been sent-to Prudential

Regards,

Joy Rattray

Miss Virginia Lundean Grover Collins 1901 Ave of Stars #1245 Los Angeles, CA 90067

TRAMMELL MCKIMLEY & ASSOCIATES, INC. INSURANCE 680 WILSHIRE PLACE LOS ANGELES CALIFORNIA 90005 PHONE. 385-6204

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# ASSIGNMENT OF POLICY (ACTUAL SALE AND TRANSFER OF PROPERTY)

The ownership of the property described in the Policy of Insurance de	escribed below having	actually pas	sed to	<u> </u>	
ALMA MARIA KRAMER, a widow and EI	LIXIR INDUST	RIES,	INC.	as their	interest
herein termed transferse) the undersigned for value received hereb undersigned in said Policy subject to all the terms and conditions thereof.	y transfers and assigns				
DateJune 10, 1976	GOVER COLL	INS			
	WILSHI	RE ESC	ROW	COMPANY	•
_ 	D. Call	away (p	3w)	Escrow No6	9666
CONSENT TO	ASSIGNMENT	Г			
The undersigned Insurance Company hereby consents to the foregoing bered Policy of said Company Receipt of premium in full on said Police.	ng assignment aubject t cy is hereby acknowled	to all the te	rms and o	conditions of the l	below num- ium.
Attached to Policy No. F. 974 69 79 of the	Fireman's	Fund Name	Insura of Compan	ance Co.	<del></del>
Issued to. Grover Collins and Elixir Inc. appear	dustries, In	C. AS	thei	r interes	ts may
Agency at Los Angeles, CA		, Dated	6-24	<b>-7</b> 6	<del></del>
		$V_{c}$	Lan	hes)	
	Wilshire	Ins.	Agen	cy	

The rates named in this policy are tentative it is a condition of this policy that when the final average rates are promulgated by the Rating Bureau having jurisdiction they will be applied and become effective from the commencement date of this policy.

All other terms and conditions of this policy remain unchanged

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
EBICAN AUTOMOBILE INSURANCE COMP

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TENTATIVE	HATE.	PATION	SEMENT

The rates named in this policy are tentative. It is a condition of this policy that when the final average rates are promulgated by the Rating Bureau having jurisdiction they will be applied and become effective from the commencement date of this policy.

All other terms and conditions of this policy remain unchanged

POLICY NUMBER		ICY NUMBER INSURED			
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FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY_CORPORATION			PRODUCER		
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#### **ENDORSEMENT # 1**

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Los Angeles,	<u>CA</u>				AGENT
COMMENCEMENT OF POL	ICY		EXPIRATION OF POLICY		DATE OF THIS ENDORSEMENT
5-28-76			5-28-79	6-1	.0-76
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IT IS HEREBY UND	ERSTOOD	AND AGREE	D THAT THE		
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IS CORRECTED OR CHANGED TO READ AS FOLLOWS

ELIXIR INDUSTRIES, INC. AND ALMA MARIA KRAMER, A Widow As their Interests may appear

It is futher understood and agreed that the insured's mailing address is corrected to read:

324 Kingsbury Drive Aptos, CA 95003

*Consent by

•

*Consent by

Migg Pye

Not required unless policy is reduced or restricted by this endorsement

### NOTICE OF CANCELLATION OR NONRENEWAL

It this notice affords a greater period of notice than that specified in the policy contract the provisions of this notice shall control

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BINDER NO 3373

## **Harbor Insurance Company**

4201 WILSHIRE BOULEVARD LOS ANGELES CALIFORNIA 90054

## BINDER

for the period	
to SEPTEMBER 1, 1972	12 01 AM
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BINDER NO 93/3

## **Harbor Insurance Company**

4201 WILSHIRE BOULEVARD LOS ANGELES CALIFORNIA 90054

### BINDER

insurance of the kind hereinafter of	lescribed is hereby boun	d for the period	1, 1972	12:01 AM
standard time at the address of the (If no hour is indicated as the the address of the named insured hour If no expiration date is state.  No insurance is provided by the standard in the state.	e named insured as state effective or expiration on the date shown as to the herein this binder shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the shall be the	hour of this binder the effect he effective date and the exp I expire ten days from the eff	ive hour shall b iration hour sha fective date show	rein expressed e 12 01 A.M standard time at all be the same as the effective wn above)
UNCHRILLA LIABIL	177			
17909 200	employer of a Policy cov as to any risk, under the d or employer of this bin binder becomes effective	e terms and conditions provi der A premium charge at the e will be made for the binde employer	ded by the form	n of Policy applicable to suc mpliance with the underwritin
Description	of	0		Limits or Amount
PRODUCTS  PRODUCTS  SUBJECT EXCEIPT COPY POLICY		Coverage UMBRELLA - PUBLI LIABI	C	of Insurance DIFFERENCE ERINERN TOTAL \$5,000,000 CSL 6 \$10,000 SIR 6 PRIMARY OF \$100/300/100,000 C.L. AND AUTO
This binder shall not be valid representative of the Company has THIS BINDER MUST NOT BE ISS	UED FOR A PERIOD EXC TO COMPANY O	y waive or extend any printe	d ciause hereof	SURANCE COMPANY nor if the OF BINDER MUST BE MAILE SHOWN THE President
Dete JUNE 29, 1972 ARANS & MCQUILLIAN TEQ:km		y U	Sine i	ARBOR INSURANCE COMPANY

HU 8099 5 (ED 1 67)

INSURED

Elixir Industries, Inc

мо 🖒

PRODUCER

TYPE OF COVERAGE

Adams & Mc Quilliams

As per binder

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

September 1, 1972

Binder PRHRY 9373

NO

EXTENSION ENDORSEMENT

It is understood and agreed that this binder is hereby extended to expire

October 1, 1972 12 01 A M Standard

Time at the address of the named insured

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY

Los Angeles, California 29yh DAY OF August, 1972

AUTHORIZED REPRESENT T E

ORIGINA ENDOPSEMENT

8003-5 ( 3 62)

DATED

INSURED

Elixir Industries, Inc

PRODUCER

Adams & Mc Quilliams

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

TYPE OF COVERAGE As per binder

September 1, 1972

Binder PERSY 9373

NO

#### EXTENSION ENDORSEMENT

It is understood and agreed that this binder is hereby extended to expire October 1, 1972 12:01 A M Standard Time at the address of the named insured

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

DATED

Los Angeles, Californias 29yb DAY OF August, 1972

### **UMBRELLA POLICY**

#### **DECLARATIONS**

ITEM 1	Named Assured	MARD &	sou, inc.	K &	L EXTRUSIONS,	INC.;

ITEM 2	Limit of Liability as Insuring Agreement II  (a) Limit in all respect of each occurrence  (b) Limit in the aggregate for each annual period where applicable	\$ 5,000,000.00 \$ 5,000,000.00
ITEM 3	Notice of Occurrence (Condition G) to 4201 WILSHIRE BOULEVARD LBS ANGELES, CALIFORNIA	90010
ITEM 4	Currency (Condition Q)	
ITEM 5	Payment of Premium (Condition Q) \$24,000.00 ANNUALLY - ADJUS	STABLE AMEGALLY
ITEM 6	Service of Process (Condition S) upon SAME AS ITEM 3.	MU, UU RECEIPIS.

#### SCHEDULE OF UNDERLYING POLICIES

CAPRIER	COVERAGES	LINITS OF LIABILITY
CULF CROUP POLICY # - TO FOLLOW	BOOILY INSURY LIABILITY - AUTOMOBILE	\$100,000.00 EACH PERSON \$300,000.00 EACH OCCURRENCE
	EXCEPT AUTOMOBILE	\$100,000.00 EACH PERSON \$300,000.00 EACH OCCURRENCE \$300,000.00 AGENEGATE ANNUALLY (AS RESPECTS THE "PRODUCTS HAZARD").
*	PROPERTY DANGE LIABILITY - AUTOMOBILE	\$100,000.00 EACH OCCURRENCE
	PROPERTY DANAGE LIABILITY EXCEPT AUTOMOBILE	\$100,000.00 EACH OCCURRENCE \$100,000.00 AGGREGATE ANNUALLY (AS RESPECTS THE "PRODUCTS HAZARD")

HARBOR INSURANCE COMPANY

ATTACHING TO AND FORMING PART OF
CERTIFICATE POLICY NUMBER 113085

**SWETT & CRAWFORD** 

AT LOS ANGELES, CA: 1ST.

DAY OF JULY, 1972 (AUTHORIZED REPRESENTATIVE)

# A&G 661a NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement effective JULY 1, 1972 forms a part of policy No 113085

issued to

by

#### ELIXIR INDUSTRIES, ET AL

HARBOR INSURANCE COMPANY

It is agreed that the policy does not apply

- Under any Liability Coverage to injury sickness disease death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization
- II Under any Medical Payments Coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury sickness disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III Under any Liability Coverage to injury sickness disease death or destruction resulting from the hazardous properties of nuclear material if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an insured or
  - (c) the injury sickness disease death or destruction arises out of the furnishing by an insured of se vices materials parts or equipment in connection with the planning construction maintenance operation or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility
- IV As used in this endorsement

hazardous properties include radioactive toxic or explosive propert es

nuclear material means source material special nuclear material or byproduct material

source material special nuclear material and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

spent fuel means any fuel element or fuel component solid or liquid which has been used or exposed to radiation in a muclear reactor

waste means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

#### nuclear facility means

- (a) any nuclear reactor
- (b) any equipment or device designed or used for (1) separating the isotopes of u anium or plutonium (2) processing or utilizing spent fuel or (3) handling processing or packaging waste
- (c) any equipment or device used for the processing fabricating or alloying of special nuclea, material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235.
- (d) any structure basin excavation premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material

With respect to injury to or destruction of property the word injury or destruction includes all forms of radioactive contamination of property

HARBOR INSURANCE COMPANY ,

[AUTHENTIC]

BY

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INSURED

ELIXIR INDUSTRIES, ET AL

PRODUCER

WILSHIRE INSURANCE AGENCY

JULY 1, 1972 THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

UMBRELLA LIABILITY

POLICY 113085

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ADVANCE PREHIUM FOR COVERAGE AFFORDED HEREUNDER IS \$72,000 00 PAYABLE IN TALLMENTS AS FOLLOW FREMTUM

INITIAL

7/1/72

\$24,000.00 # 3,5

SECOND

*1*/1/73

\$24,000.00

FINAL

7/1/74

\$24,000.00

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY

AT LOS ANGELES, CALIF. THIS 1ST. DAY OF JULY, 1972

AUTHOR ZED REPRESENT T E

#### ENDORSEMENT NO 2

IT IS UNDERSTOOD AND AGREED THAT INSURING AGREEMENT II, LIMIT OF LIABILITY, IS AMENDED TO READ AS FOLLOWS

#### II LIMIT OF LIABILITY

THE COMPANY HEREON SHALL ONLY BE LIABLE FOR THE ULTIMATE NET LOSS THE EXCESS OF EITHER

- (A) THE LIMITS OF THE UNDERLYING INSURANCES AS SET OUT IN THE ATTACHED SCHEDULE IN RESPECT OF EACH OCCURRENCE COVERED BY SAID UNDERLYING INSURANCES,
- OR (B) \$10,000.00 ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (HEREINAFTER CALLED THE "UNDERLYING LIMITS")

AND THEN ONLY UP TO A FURTHER SUM AS WILL PROVIDE THE ASSURED WITH TOTAL LIMITS UNDER (A) OR (B) ABOVE AND THIS INSURANCE COMBINED OF \$5,000,000.00 EACH OCCURRENCE - SUBJECT TO \$5,000,000.00 IN THE AGGREGATE FOR EACH ANNUAL PERIOD DURING THE CURRENCY OF THIS INSURANCE, SEPARATELY IN RESPECT OF PRODUCTS LIABILITY AND IN RESPECT OF PERSONAL INJURY (FATAL OR NON-FATAL) BY OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEES OF THE ASSURED

IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMITS OF LIABILITY UNDER SAID UNDERLYING INSURANCES BY REASON OF LOSSES PAID THEREUNDER, THIS INSURANCE SHALL

- (1) IN THE EVENT OF REDUCTION PAY THE EXCESS OF THE REDUCED UNDERLYING LIMIT,
- (2) IN THE EVENT OF EXHAUSTION CONTINUE IN FORCE AS UNDERLYING INSURANCE

THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY

ATTACHED 1	TO AND	FORMING	PART	OF	POL I	CY	NO	1130	8	5
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ISSUED TO ELIXIR INDUSTRIES, ET AL

DATED **JULY 1, 1972** 

HARBOR INSURANCE COMPANY

BY	
(AUTHORIZED	REPRESENTATIVE )

INSURED

ELIXIR INDUSTRIES. ET AL

WILSHIRE INSURANCE AGENCY PRODUCER THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JULY 1. 1972

TYPE OF COVERAGE UMBRELLA LIABILITY

POLICY 113085 NO

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INSOFAP AS COVERAGE IS AVAILABLE TO THE ASSURED IN THE UNDERLYING INSURANCES AS SET OUT IN THE SCHEDULE OF UNDERLYING POLICIES, THIS INSURANCE SHALL NOT APPLY TO ANY LOSS ARISING OUT OF CONTAMINATION OR POLLUTION

NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT EXCEPT WITH RESPECT TO OWNERSHIP, MAINTENANCE, OPERATION OR USE OF ANY AUTOMOBILE AS DEFINED IN THE UNDERLYING POLICIES THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE DISPERSAL, RELEASE OR ESCAPE OF

- SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, (1) LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION DOES NOT APPLY IS SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL,
- (2) OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, WHETHER OR NOT SUCH DISCHAPGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL, BUT ONLY WITH RESPECT TO OPERATIONS DESCRIBED AS FOLLOWS

DESCRIPTION OF OPERATIONS
GAS LEASE OPERATORS - NATURAL GAS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS

NON-OPERATING WORKING INTERESTS

OIL OR GAS WELL SHOOTING

OIL OR GAS WELLS - ACIDIZING

OIL OR GAS WELLS - CEMENTING

OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS

OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING

OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS

OIL OR GAS WELLS - PERFORATING OF CASING

OIL LEASE OPERATORS

OIL PIPE LINES - OPERATION, INCLUDING MAINTENANCE

OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL -INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT

OIL REFINING - PETROLEUM

CHEMICAL MANUFACTURING

OTHER PETROCHEMICAL OPERATIONS

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY

AT LOS ANGELE	S, CALIF.	THIS 1ST	DAY OF JULY, 1972	BYAUTHORIZED EPRESENTATI E
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INSURED

ELIXIR INDUSTRIES. ET AL

POLICY

NO

113085

PRODUCER WILSHIRE INSURANCE AGENCY THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JULY 1, 1972

TYPE OF COVERAGE UMBRELLA LIABILITY

#### CANCELLATION LIMITATION ENDORSEMENT

In the event that the company or its authorized representative has issued or may issue at the request of the insured certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter re ferred to as certificates) under this policy which certificates require the company to give advance notice of cancellation to the recipients of such certificates or others then the insured if it should elect to cancel this policy shall give the company not less than the same advance notice of cancellation as is required to be given by the company under such certificates and in doing so shall allow the company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY

DATED

LOS ANGELES, CALIF. THIS 1ST

DAY OF JULY, 1972

AUTHOR ZED RE RESENTA VE

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INSURED

ELIXIR INDUSTRIES, ET AL

PRODUCER WILSHIRE INSURANCE AGENCY
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JULY 1, 1972
TYPE OF COVERAGE UMBRELLA LIABILITY

PGLI No

113085

IT IS UNDERSTOOD AND AGREED THAT WHEREVER THE WORDS "UNDERWRITERS"

AND "CERTIFICATE" APPEAR HEREIN THE WORDS "COMPANY" AND "POLICY"

SHALL BE SUBSTITUTED THEREFOR

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURFACE COMPANY

DATED LOS ANGELES, CALIF. THIS 1ST DAY OF JULY, 1972

AUTHO IZED REPRESENT T E

ASSURED ELIXIR INDUSTRIES, ET AL

PRODUCER WILSHIRE INSURANCE AGENCY THE EFFECTIVE DATE OF THIS ENDORSEMENT IS OCTOBER 11, 1972 TYPE OF COVERAGE UMBRELLA LIABILITY

POL ICY 日来中日も日本 113085

NC/SH/DM

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IT IS UNDERSTOOD AND AGREED THAT THE ADDRESS OF THE ASSURED IS HEREBY AMENDED TO READ AS FOLLOWS

#### NOT APPLICABLE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE NAME OF THE ASSURED IS HEREBY AMENDED TO READ AS FOLLOWS

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION), WARD AND SON, INC , TRU-FORM, INC , ATOMIC DISPOSER CORPORATION, CUSTOM ALUMINÚM MANUFACTURING CO , INC , ROLAND R SAHM, AN INDIVIDUAL, ROMONA A SAHM, AN INDIVIDUAL, JERRY RAPPORT, AN INDIVIDUAL, AGNES RAPPORT, AN INDIVIDUAL, HOWARD F WARD, INC , WARD ASSOCIATES, INC . WARD PROPERTIES, INC . R & L EXTRUSIONS, INC

DOING BUSINESS AS

TRAVEL TRIM & VENT COMPANY, ALUM-A-FORM COMPANY, BROADWAY METALS & FABRICATORS, NORTHWEST MOBILE PRODUCTS, G & L STEEL COMPANY, BROADWAY-ELKHART, RIXILE, R & L EXTRUSIONS, MOBILE TRIM, FUMETCO, MTC SUPPLY, RECREATIONAL VEHICLE CENTERS OF AMERICA

INACTIVE ENTITIES

ALUM-A-FORM COMPANY, ALUM-A-FORM OF IDAHO, INC , BROADWAY MET & FABRICATORS, INC , BROADWAY-ELKHART, INC , BMF CORPORATION, BROADWAY METALS ELIXIR CORPORATION, G & L STEEL CORPORATION, NORTHWEST MOBILE PRODUCTS, INC . TRAVEL TRIM & VENT COMPANY, INC , MOBIL TRIM. INC . SPRAYMATIC

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS CERTIFICATE APPLIES SEVERALLY AS TO EACH ASSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE UNDERWRITERS LIABILITY AND THE INCLUSION HEREUNDER OF ANY PERSON OR ORGANIZATION AS AN ASSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OF ORGANIZATION WOULD HAVE AS A CLAIMANT IF NOT SO INCLUDED

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE CERTIFICATE TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY SWETT & CRAWFORD

HARBOR INSURANCE COMPANY SWETT & CRAWFORD

DATED LOS ANGELES, CALIF TH 29THD YOF DEC , 1972

(AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT SHIL NOT EV DUN ES GNED B

ASSURED ELIXIR INDUSTRIES, ET AL

PRODUCER WILSHIRE INSURANCE AGENCY

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS OCTOBER 11, 1972

TYPE OF COVERAGE UMBRELLA LIABILITY

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POLICY CENTREME NO 113085

NC/SH/DM

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IT IS UNDERSTOOD AND AGREED THAT THE ADDRESS OF THE ASSURED IS HEREBY AMENDED TO READ AS FOLLOWS

#### NOT APPLICABLE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE NAME OF THE ASSURED IS HEREBY AMENDED TO READ AS FOLLOWS

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION), WARD AND SON, INC, TRU-FORM, INC, ATOMIC DISPOSER CORPORATION, CUSTOM ALUMINUM MANUFACTURING CO, INC, ROLAND R. SAHM, AN INDIVIDUAL, ROMONA A. SAHM, AN INDIVIDUAL, JERRY RAPPORT, AN INDIVIDUAL, AGNES RAPPORT, AN INDIVIDUAL, HOWARD F WARD, INC, WARD ASSOCIATES, INC., WARD PROPERTIES, INC., R & L EXTRUSIONS, INC

DOING BUSINESS AS:

TRAVEL TRIM & VENT COMPANY, ALUM-A-FORM COMPANY, BROADWAY METALS & FABRICATORS, NORTHWEST MOBILE PRODUCTS, G & L STEEL COMPANY, BROADWAY-ELKHART, RIXILE, R & L EXTRUSIONS, MOBILE TRIM, FUMETCO, MTC SUPPLY, RECREATIONAL VEHICLE CENTERS OF AMERICA

INACTIVE ENTITIES

ALUM-A-FORM COMPANY, ALUM-A-FORM OF IDAHO, INC, BROADWAY METALS & FABRICATORS, INC, BROADWAY-ELKHART, INC, BMF CORPORATION, ELIXIR CORPORATION, G & L STEEL CORPORATION, NORTHWEST MOBILE PRODUCTS, INC., TRAVEL TRIM & VENT COMPANY, INC, MOBIL TRIM, INC, SPRAYMATIC

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS CERTIFICATE APPLIES SEVERALLY AS TO EACH ASSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE UNDERWRITERS LIABILITY AND THE INCLUSION HEREUNDER OF ANY PERSON OR ORGANIZATION AS AN ASSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS A CLAIMANT IF NOT SO INCLUDED

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE CERTIFICATE TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

THIS ENDORSEMENT SHALL NOT BE Y L D UNLESS SIGNED BY

HARBOR INSURANCE COMPANY

HARBOR INSURANCE COMPANY
SWETT & CRAWFORD

DATED LOS ANGELES, CALIF HS 29THD YOF DEC , 1972

(AUTHORIZED REPRESENTATIVE)

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INSURED ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION), ET AL

PRODUCER WILSHIRE INSURANCE AGENCY
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS OCTOBER 11, 1972
TYPE OF COVERAGE UMBRELLA LIABILITY

NO 113085

NC/SH/DM

IT IS UNDERSTOOD AND AGREED THAT ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION) SHALL BE DEEMED THE SOLE AGENT OF EACH AND EVERY NAMED INSURED FOR THE PURPOSES OF (I) GIVING NOTICE OF CANCELLATION, EITHER BY THE COMPANY OR THE NAMED INSURED, (2) GIVING INSTRUCTIONS FOR CHANGES IN THIS POLICY AND ACCEPTING CHANGES IN THIS POLICY, AND (3) THE PAYMENT OF PREMIUMS OR RECEIPT OF RETURN PREMIUMS

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HARBOR INSURANCE COMPANY

LOS ANGELES, CALIFIES 29THAY OF DEC , 1972

8003 5 ( 3 62)

DATED

ELIXIR INDUSTRIES (A CALIFORNIA CORPORATION), ET AL

INSURED PRODUCER

WILSHIRE INSURANCE AGENCY

POLICY 113085

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JULY 1, 1973

TYPE OF COVERAGE

UMBRELLA LIABILITY

RETURN

PREMIUM

TOTAL

\$24,000 00

\$24,000 00

THE ABOVE RETURN IS HEREBY ALLOWED TO OFFSET PREMIUM ADJUSTMENT INVOICE NO 8 FOR THE PERIOD 7-1-73 TO 7-1-74 DUE TO CANCELLATION EFFECTIVE 7-1-73

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

LOS ANGELES, CALIF.

2ND DAY OF -AUGUST, 1973BY

HU 8002 5 (ED 8 70)

347~

FORM 347 (April 1964)

#### LOST POLICY CERTIFICATE AND RELEASE

6-29-73	^{оям но} 113	085	Har	bor Insui	cance	
	ustries, et h Broadway,	al Gardena, Ca	lıf 9	90247		{ ,
Los Angele	s, Calıf				45	andeds HT
Property Covered. Property Located.				W11:	shire Ins	Agency
COMMENCEMENT OF POLICY	EXPIRATION OF POLICY	EFFECTIVE DATE OF CANCELLATION	HOW	AMOUNT OF INSURANCE	RATE	RETURN PREMIUM
7-1-72	7-1-75	7-1-73	PR   SR   FLAT			
said policy declares th any and all liability the The undersigned l is found the undersign	e same to be null and ereunder hereby certifies that ned will forthwith re	be paid as provided in the discountry of the policy is lost and capturn it to the Insurer of the any party not name	nnot after d The undersi	cellation set forth liligent search be gned further cert	found and agr	ases said Insurer from
Dated July	1 /2, 1923 A Japl	 ~	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	anis O	Con.	asat ledy.

#### **INSURANCE BINDER**

THIS IS TO CERTIFY that the undersigned have procured Insurance as hereinafter specified from certain Insurers Insurance described herein has been effected against which a Certificate(s) and/or Policy(ies) will be issued and in the event of any inconsistency the terms conditions and provisions of the Certificate(s) and/or Policy(ies) shall prevail

Assured and Address

ELIXIR INDUSTRIES INC , AND ALL WHOLLY OWNED SUBSIDIARIES

Amount or Limits

17809 SOUTH BROADIVAY

GARDENA, CALIFORNIA 90247

Coverage

\$10,500 000 EXCESS \$1,500,000 EXCESS \$150,000 EARTH QUAKE

§ \$100,000 ALL OTHER PERILS

Remarks

ALL RISKS COVERAGE AS PER SIGNAL INSURANCE COMPANY

PRIMARY POLICY CF 502384

ANNUAL PREMIUM \$ 30,475 00

		% with Unde	rwriters at L	loyd s	London				
		% with Certa	nn Insurance	e Compan	nes				
	100	% with \{	ISSION INS	URANCE	COMPANY				
Period	30	days from	FEBRUARY	1. 197	5	to	MARCH 1, 1975		
	both d	lays at	s	tandard 1	time at plac	e of issua	псе		
	eto as the Cert	tificate(s) and/or l	Policy(ies) may	be issued	on the above	rısk orunl	ess previously cancelled		
there	eto as the Cert The Undersig	tificate(s) and/or included are not the lns	Policy(ies) may surers however	be issued Insurance	on the above has been eff	risk or unlected by Say	ess previously cancelled	in writing	75
there	eto as the Cert The Undersig	tificate(s) and/or included are not the lns	Policy(ies) may surers however	be issued Insurance	on the above has been eff	risk or unlected by Say	ess previously cancelled vre and Toso Inc	in writing	<u>75</u>
there	eto as the Cert The Undersig  LOS ANGTU  WILSH	tificate(s) and/or included are not the lns	Policy(ies) may surers however  A  E AGENCY	be issued Insurance	on the above has been eff	risk or unlected by Say	ess previously cancelled yre and Toso Inc FEBRUARY	in writing	
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there	eto as the Cert The Undersig  LOS ANGTU  WILSH 680 W	tificate(s) and/or Ined are not the Ins  ES CALIFORNI  IRE INSURANCE  ILSHIRE PLACE	Policy(ies) may surers however  A	be issued Insurance This	on the above has been eff	risk or unlected by Say	ess previously cancelled yre and Toso Inc FEBRUARY SAYRE &	TOSO INC	_

LOS ANGELES

Coverage is p ovided in the Company indicated	INSURANCE POLICY (M	ulti-Purpose Form)
MISSION INSURANCE CON Y		
	Policy No	ms 005884
HOLLAND AMERICA INSURANCE COMPANY	REPLACING NEW	1
CHAND INDICTORCE THE AND ALL		
NAMED WHOLLY OWNED AFFILIATES OR SUB-		
SIDIARIFS AS THEY PRESENTLY EXIST	#ILSHIRE I'SURAMCE	E AGENCY
MAILING OR MAY MEREAFTER SE CONSTITUTED   ADDRESS 17809 S BROADWAY	680 WILSHIRE PLACE	•
GARDENA, CALIFORNIA 90248	LOS ANGELES, CALIF	FORNIA 30005
TERM FEBRUARY 1, 1975 AUGUST 1, 1977		
TERM (years) INCEPTION (month day year) EXPIRATION (month day year)		
Insurance is provided against only those perils and for only those coverage	s indicated below by a premium chai	rge and against other perils
and for other coverages only when endorsed hereon or added hereto	STALLHENT	DUCTIBLES
ITEM LIMIT(S) OF LIABILITY RATE(S) PREMIUM DUE AT INCEPTION	PAYMENT AMOUNT	APPLYING TO
	30,475.8476	
X/S_1,500,000. ~ X/S 150,000. EO		
AND X15 100,000 ACP		
TOTAL OF ANNUAL PAY-		
\$ 76,066 MENTS FOR POLICY TERM TOTAL(S) \$15,116 00\$	*	neurod named about horses
In consideration of the stipulations herein named and of the premium spe- called the insured whose address is shown above, from the inception date exceeding the amount above specified on the following described property	to the expiration date, both showing	nsured named above herein a above to an amount not
	AILED DESCRIPTION	
1 10,500,000. X/S 1,500,000 EARNINGS AND EXPENS X/C 150,000 EQ FORM ATTACHED AND X/S 100,000 A/P	E BLANKET ALL PROPER ES AS PER EXCESS PPO	TY INCLUDING PERTY INSURANCE
LOSS PAYABLE CLAUSE LOSS IF ANY TO BE ADJUSTED ONLY WITH THE	E INSURED AND PAVABLE TO THE U	NSURED AND
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EXCESS PROPERTY INSURANCE FORM CHOORSEMEN		<del></del>
<del> </del>	NT 1 & 2	
This policy is made and accepted subject to the foregoing provisions and st part of this policy together with such other provisions stipulations and		d which are hereby made a as provided in this policy
This policy is made and accepted subject to the foregoing provisions and stipart of this policy together with such other provisions stipulations and stipart of this policy together with such other provisions stipulations and stipart of this policy together with such other provisions.	ipulations and those hereinafter state agreements as may be added hereto	
FEBRUARY 13, 1975 LOS ANGELES, CALIFORNIA	SAYRE & TOSO,  and attested but this policy shall not be the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the contr	THC  au Ho  B  E  R  A  V  D  E  R  A  V  D  E  R  A  V
FEBRUARY 13, 1975 LOS ANGELES, CALIFORNIA	ipulations and those hereinafter state agreements as may be added hereto  SAYRE & TOSO,	ENC  DE NA V  DE VAIID Unless countersigned

1 Misrepresentation and Fraud This entire policy shall be void if whether before or after a loss the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or the interest of the Insured therein, or in case of any fraud or false swearing by the insured relating thereto

2. Notice of Loss The insured shall as soon as practicable report in writing to the Company or its agent every loss damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss damage or occurrence a detailed sworn proof of loss.

3 Examination Under Oath The Insured as often as may be reasonably required shall exhibit to any person designated by the Company all that remains of any property herein described and shall submit and in so far as is within his or their power cause his or their employees members of the hoose hold and others to submit to examinations under oath by any person named by the Company and subscribe the same and as often as may be reasonably required shall produce for examination all writings books of account bills invoices and other youthers or certified copies thereof if originals be lost at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under bath or examination of books or documents har any MI other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's

Valuation The Company shall not be liable beyond the actual cash value of, the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation however caused and shall in no event exceed what it would then cost to repair or replace the same with material 3 of like kind and quality 1 4-6

Settlement of Loss. All adjusted claims shall be paid or made good to the alpured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company No loss shall be paid or made good if the insured has collected the same from others

6 No Benefit to Bailee This insurance shall in nowise inure directly or indirectly to the penefit of any carrier or other bailes

The Subrogation of Forum of the same of for an administration of the company shall be equivalent by the lustred or by the Company shall be equivalent by the lustred or by the Company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be equivalent to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected to the company shall be expected the Company assign and transfer such claim or right of action to the Company of at the Company spotting execute and deliver to the Company the customal of the Company the customal of the company of the customal of the company the customal of the company of the customal of the company of the customal of the company of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of the customal of less or damage and will subrogate the Company to or will hold in trust for B Company all such rights of action to the extent of the amount paid or advanced and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company

Reduction in Amount of Insurance The amount of insurance and the applicable fimit of liability upon the occurrence of any loss covered hereunder is reduced by the amount of such-loss ~_ 10 17

G Pair Set or Parts In the event of loss of or damage to-(a) any article of articles which are a part of a pairior set the measure pi-logy of of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair of set, grying consideration to the importance of said article or articles but in no event shall such loss or damage be construed to mean total loss of the pair of set or

(b) any part of property covered consisting, when complete for use of several parts the Company shall only be liable for the value of the part lost or damaged

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10 Protection of Property In case of loss it shall be lawful and necessary for the Insured his or their factors servants and assigns to sue labor and travel for in and about the defense safeguard and recovery of the property insured hereunder or any part thereof without prejudice to this insurance nor shall the acts of the Insured or the Company in recovering saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the insured and the Company proportionately to the extent of their respective interests

11 Suit No suit action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim provided however that if by the laws of the State within which this policy is issued such limitation is > sinyalid, then any such claims shall be youd unless such action, suit or proceed Juing he commenced within the thornest limit of time permitted by the laws of -such-State

12 Appraisal If the Insured and the Company fail to agree as to the amount of loss each shall on the written demand of either made within sixty (60) days after receipt of proof of loss by the Company select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire and failing for fifteen (15) days to agree upon such umpire then on the request of the Insured or the Company such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss stating separately the actual cash value at the time of loss and the amount of loss and failing to agree shall submit! their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal

13 Cancelation This policy may be canceled by the insured by surrender, thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancelation shall be: effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when not less than five (5) days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancelation stated methe notice shall become the end of the policy period Delivery of such

of or damage to, property covered hereunder, she insueed will, the equested by minimum cancels as med promiums shell be computed in accordance with the customary short rate table and procedure if the Company cancels earned; premiums shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected and if not then made shall be made as soon as, practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient, tender of any refund of premium due the Insured

14 Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company, from asserting any right under the terms of this policy horshall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.

Conformity to Statute Terms of this policy which are in conflict with

the statutes of the State wherein this policy is issued are hereby amended to

The state of the same of demand or destruction by civil authority. Property covered under this policy against the peril of the covered under this policy against the peril of the covered under the policy against the peril of the covered under the policy against the peril of the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the covered under the cove fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein

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1841 Cm.

EFFECTIVE FEBRUARY 1 1975

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY IS EXCESS, PER FORM ATTACHED HERETO, OF SIGNAL INSURANCE COMPANY'S POLICY CF 502384

<u>අවවන්නේ අවත්ත ක්රීත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත්ත අවත</u>

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED POLICY # MS 005884 OF THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OFMISSION INSURANCE CO

ISSUED TO	ELIXIR INDUSTRIES, INC	
DATED AT	LOS ANGELES, CALIFORNI	A
DATE	FEBRUARY 13, 1975 CP	
		SAYRE & TOSO INC
S&T 2000 (30M 11/74	4)	DV

EFFECTIVE FEBPUARY 1, 1975

ENDOPSEME T # 2

#### PREMIU, ADJUSTMENT CLAUSE

CLOSE

FOR THE PUPPOSE OF PREMIUM COMPUTATION, THIS POLICY HAS BEEN INITIALLY COMPUTED ON VALUES OF \$76,189,000 (BEING 59,136,000 ON PEAL AND PEPSONAL PROPERTY AND \$17,053,000 ON EARNINGS AND EXPENSES) BASED ON AN ANNUAL RATE OF \$ 040 PCP \$100 00

AT EACH ANNIVEPSARY THE INSURED SHALL ^EPORT IN WRITING TO THIS COMPANY THE 100% PEPLACEMENT COST VALUES OF ALL REAL AND PEPSONAL PROPERTY AS OF THE CLASS OF THE LAST FISCAL YEAR END AND THE 100% GROSS PROFIT FOR THE LAST FISCAL YEAR

THE D-IFFERENCE IN VALUE BETVEEN THE INITIAL (GOING IN) VALUES AND THE REPORTED VALUES VILL BE ADJUSTED AGAINST A PATE OF \$ 020 AND ANY ADDITIONAL OP RETURN PREMIUM WILL BE DUE AND PAYABLE AT THAT TIME

THE SUBSECUENT INSTALLMENTS WILL BE BASED UPON THE MEN REPORT OF VALUES APPLIED AGAINST AN ANNUAL PATE OF \$ 040

ALL OTHER TERMS AND CONDITIONS PEMAIN UNCHANGED POLICY # MS 005884 OF THIS ENDOI SEMENT IS ATTACHED TO AND MADE A PART OF MISSION INS CO

ISSUED TO	ELIXIP INDUSTPEIS, INC	
DATED AT	LOS ANGELES, CALIFORNI	Α
DATE	FEBRUARY 13, 1975 CP	
		SAYILL & TOSO INC
S&T 2000 (30M 11/74	)	DV

3

EFFECTIVE

AUGUST 1, 1975

IN CONSIDERATION OF AN ADDITIONAL PREMIUM AS SHOWN BELOW, IT IS HEREBY UNDERSTOOD AND AGREED INSTALLMENT FOR PERIOD AUGUST 1, 1975 TO AUGUST 1, 1976 IS BILLED

ADDITIONAL PPEMIUM \$30,430 00

# 1057
9.975

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #MS 005884 OF THE MISSION INS CO

DATED AT LOS ANGELES, CALIFORNIA

o regio decesso provincia de la companión de recessor de la companión de la companión de la companión de la com

DATE ____SEPTEMBER 3, 1975

SAYRE FE /1050 JING

S&T 2000 (20M1 70)

**EFFECTIVE** 

AUGUST 1, 1975

AUDIT ADJUSTMENT FOR PERIOD FEBRUARY 1, 1975 TO AUGUST 1, 1975

Cost 15 of acopter of 15 of 160%

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

POLICY #MS 005884 OF THE MISSION INS CO

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ISSUED TO __ELIXIR_INDUSTRIES, FT_AL

DATED AT _____LOS_ANGELES, CALIFORNIA_____

DATE ____SEPTEMBER 3, 1975

SEP OFIVED

SAYRE & TOSO, INC

S&T 2000 (20M 12 70)

BY _

5&T 2000 (30M 11/74)

EFFECTIVE AUGUST 1, 1976

IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN BELOW,
IT IS HEREBY UNDERSTOOD AND AGREED THE TENTATIVE INSTALLMENT
FOR THE PERIOD AUGUST 1, 1976 TO AUGUST 1, 1977 IS BILLED,
PENDING RECEIPT OF THE STATEMENT OF VALUES.

^ටවත්වට මත්වත්වෙන්වලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අතුල්ලට අ

ADDITIONAL PREMIUM \$30,430.00

# 1370
8-26

Ext to 50/20176

RECEIVED AUG 2 1976

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PAPT OF POLICY #MS 005884 OF
MISSION INSURANCE CO

ISSUED TOELIXIR_INDUSTRIES	
DATED ATLOS_ANGELES, CALIFORNIA	<b>\</b>
DATE	
	SAYRE & TOSO INC

EFFECTIVE AUGUST 1, 1976

IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN BELOW, IT IS HEREBY UNDERSTOOD AND AGREED TENTATIVE INSTALLMENT ENDORSEMENT #5 IS AMENDED TO REFLECT A TOTAL INSTALLMENT PREMIUM OF \$34,000. FOR THE PERIOD ADGUST 1, 1976 TO AUGUST 1, 1977, BASED OF REPORTED VALUES

TO \$10,500,000. EXCESS OF \$1,500,000. EXCESS OF \$1,000,000

EARTHQUAKE DEDUCTIBLE PER OCCURRENCE AND \$100,000 ALL

OTHER PERILS DEDUCTIBLE PER OCCURRENCE

ADDITIONAL PREMIUM

\$3,570 00

# 1371

Al to All

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #MS 005884 OF

POLICY #MS 005884 OF MISSION INSURANCE COMPANY

ISSUED TOKLIXIR_INDUSTRIES		
DATED AT LOS ANGELES, CALIFORNIA	T-SEIV	<b>.</b>
DATE AUGUST 18, 1976	F-3EIV	E <b>D</b>
<b>v</b> h	SAYRE & TOSO INC	

S&T 2000 (30M 11/74)

ВУ _____

**EFFECTIVE AUGUST 1, 1976** 

AUDIT ADJUSTMENT FOR PERIOD AUGUST 1, 1975 TO JULY 31, 1976:

ESTIMATED VALUES:

\$85,000,000.

CTUAL VALUES:

IT IS FURTHER AGREED THAT THIS POLICY IS EXCESS, PER FORM ATTACHED HERETO OF SOUTHERN INSURANCE COMPANY'S POLICY SIN 30204 AND THE CENTRAL HATIOWAL INSURANCE COMPANY'S POLICY SF 101727.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POL #MS005884

ISSUED TO RITTER INDUSTRIES

DATED AT LOS ANGELES CALIFORNIA

RLCEIVED DEC 2 0 1976

DATE _____DECEMBER 14, 1976

SAYRE & TOSO, INC

BY:

EFFECTIVE AUCUST 1, 1977

AUDIT ADJUSTMENT FOR PERIOD AUGUST 1, 1976 TO AUGUST 1, 1977

ACTUAL TOTAL VALUES \$101,317,925
DEPOSIT (ESTIMATED VALUES) \$5,000,000

RATE PER HUNDRED \$16,317,925

ADDITIONAL PREMIUM \$ 3,264

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #MS 005884 OF THE

MISSION INSURANCE CO

ISSUED TOELIXIR_INDUSTRIES, INC., E	T AL.
DATED AT LOS ANGELES, CALIFORNIA	·
DATEAUGUST 24, 1977	
	SAYRE & TOSO INC
S&T 2000 (30M 11/74)	ВҮ

AS RESPECTS TO JCATIONS SITUATE 15722,17809,17905,17925,18025 S BROADWAY, GARDENA, CA

SF FORM 3321-3343 AIRPORT RD , SACRAMENTO, CA

Form 438BFU

ROUTE 1. AURORA OREGON & 2040 INDUSTRIAL PARKWAY

(Rev May 1 1942)

LENDER'S LOSS PAYABLE ENDORSEMENT

2040 TOLEDO AVE

1 Loss or damage if any under this policy shall be paid to

BANKERS LIFE CO

ELKHART, INDIANA

its successors and assigns hereinafter referred to as the Lender in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity or other wise or vested in a nominee or trustee of said Lender

2 The insurance under this policy or any rider or endorsement attached thereto as to the interest only of the Lender its successors and assigns shall not be invalidated nor suspended (a) by any error omission or change respecting the ownership description possession or location of the subject of the insurance or the interest therein or the title thereto (b) by the commencement of fore closure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed (c) by any breach of warranty act omission neglect or non compliance with any of the provisions of this policy including any and all riders now or hereafter attached thereto by the named insured the borrower mortgagor trustor vendee owner tenant warehouseman custodian occupant or by the agents of either or any of them or by the happening of any event permitted by them or either of them or their agents or which they failed to prevent whether occurring before or after the attachment of this endorsement or whether before or after a loss which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured excluding herefrom however any acts or omissions of the lender while exercising active control and management of the property

- 3 In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy this Company agrees to give written notice to the Lender of such non payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium or additional premium the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender
- 4 Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists this Company at its option may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured whether secured or unsecured (with refund of all interest not accrued) and this Company to the extent of such payment shall thereupon receive a full assignment and transfer without recourse of the debt and all rights and securities held as collateral thereto
- 5 If there be any other insurance upon the within described property this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by payable to and expressly consented to by the Lender Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Con tribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for in suring such other hazards. The Lender upon the payment to it of the full amount of its claim will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance
- 6 This Company reserves the right to cancel this policy at any time as provided by its terms but in such case this policy shall continue in force for the henefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease
- 7 This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expira tion unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lender
- 8 Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents insurance under this policy shall continue for the term thereof for the benefit of the Lender but in such event any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property
- 9 All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at

711 HICH STREET, DES MOINES, IOWA or if none be specified at its head office at Attached to Policy No MS 005884 of

MISSION INSURANCE CO

Issued to ELIXIR INDUSTRIES, INC

Agency at LOS ANCELES, CALIFORNIA

FEBRUARY 9, 1977 Date

SAYRE & TOSO, INC

Approved Board of Fire Underwriters of the Pacific California Bankers Association Committee on Insurance

FEB 1 4 1977

## FXCESS PROPERTY INSURANCE FORM

IN CONSIDER ATION OF THE PREMIUM CHARGED, THE COMPANY HEREBY AGREES WITH
ELIXIP INDUSTRIES, INC AND ALL WHOLLY OWNED AFFILIATES OR SUBSIDIARIES
AS THEY PRESENTLY EXIST OR MAY HEREAFTER BE CONSTITUTED
TO PROVIDE COVERAGE AGAINST DIRECT DAMAGE CAUSED BY THE FOLLOWING_FERILS
ALL RISK INCLUDING EARTHQUAKE & FLOOD
PROPERTY INSUPED
BIANKFT ALL PROPERTY INCLUDING EARNINGS AND EXPENSES
AT THE FOLLOWING LOCATIONS
AS LISTED ON SIGNAL INSURANCE COMPANY'S POLICY CF 502384
THIS INSUR INCE WILL PAY UP TO BUT NOT EXCEEDING \$10,500,000
EACH AND EVERY LOSS EXCESS OF 1,500,000 X/S \$150,000 EARTH
EACH AND EVERY LOSS AND EACH AND EVERY LOCATION,  X/S 100,000 AOP  WHICH SHALL BE KNOWN AS THE UNDERLYING INSURANCE
IN THE EVENT OF LOSS ARISING WHICH APPEARS LIKELY TO EXCLED THE UNDER- LYING INSURANCE NO COSTS SHALL BE INCURRED BY THE ASSURED WITHOUT THE WRITTEN CONSENT OF THE COMPANY
ALL RECOVERIES OR PAYMENTS RECOVERED OR RECEIVED SUBSEQUENT TO A LOSS SETTLEMENT UNDER THIS INSURANCE SHALL BE APPLIED AS IF RECOVERED OR RECEIVED PRIOR TO SUCH SETTLEMENT AND ALL NECESSARY ADJUSTMENTS SHALL THEN BE MADE BETWEEN THE ASSURED AND THE COMPANY
LIABILITY TO PAY UNDER THIS INSURANCE SHALL NOT ATTACH UNLESS AND UNTIL THE UNDERLYING INSURANCE SHALL HAVE ADMITTED LIABILITY FOR ITS LIMIT
IN RESPECT OF THE HAZARDS INSURED THIS INSURANCE IS SUBJECT TO THE SAMF WARRANTIES TERMS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM THE RENEWAL AGREEMENT(IF ANY) THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE UNDERLYING INSURANCE PRIOR TO THE HAPPENING OF A LOSS FOR WHICH CLAIM IS MADE HEREUNDER AND SHOULD ANY ALTERATION BE MADE IN THE PREMIUM FOR THE UNDERLYING INSURANCE DURING THE CURRENCY OF THIS INSURANCE
THE A CONDITION OF THIS INSURANCE THAT THE UNDERLYING INSUPANCE SUALIBE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS INSURANCE AND THAT THE INSURANCE PROVIDED HEREON WILL BE SUBJECT TO AN ANNUAL CHECK OF PHYSICAL VALUES
ATTACHED TO AND FORMING PART OF POLICY NO MS 005884
OF THE MISSION INSURANCE COMPANY
SSUED TO ELIXIR INDUSTRIES, INC ET AL
DATED FEBRUARY 13, 1975 AT LOS ANGELES, CALIFORNIA
SAYRE & TOSO, INC
, By _
· · · · · · · · · · · · · · · · · · ·

# & Sayre & Toso, Inc.

#### INSURANCE BINDER

THIS IS TO CERTIFY that the undersigned has procured temporary insurance with the Insurer or Insurers stated below and limited to the form and time specified therein

Schedule of Insurers		
100 % withM	ISSION INSURANCE COMPANY	- OLDERTROR III
% with		ALL II WIJWD 4
Assured and Address	ELIXIR INDUSTRIES, INC , ETAL 17809 S BROADWAY GARDENA, CALIF 90248	a e d e d payable / th 1 45 days of the ff ct e day of the policv cluding f a ced p em ins MEG 382
-Amount or Eimits  Classification of Insurance	\$10,500,000 X/S \$1,500,000 X/ EARTHQUAKE DEDUCTIBLE PER OCCUR ALL OTHER PERILS DEDUCTIBLE PER ALL RISK ON BLANKET ALL PROPERT EARNINGS & EXPENSES	RRENCE & \$100,000 R OCCURRENCE
Specific Limitations		
Remarks	FORWARD ANNUAL ADJUSTMENT ANNUAL AGGREGATE CLAUSE	
Period Beginning AUGUS standard time at place	Γ 1, 1977 and ending SEPTEMBER e of location of risks insured	1 1977 both days at 12 01 AM
Premium Charged for Period	of Binder \$7608	
may be cancelled at any time cellation shall become effect mailing to the Insured at the	by the Insured by mailing to Sayre & Toso Inc	oso Inc on behalf of the Insurer or Insurers by the stating when not less than five (5) days there
The undersigned is not the In	surer however the insurance has been produced	by Sayre & Toso Inc
Dated at LOS ANGELES	, CALIF This 29TH	Day of 1977
Producer WILSHIRE I 680 WILSHI LOS ANGELE		SAYRE & TOSO INC  By Clill Chauce



#### **INSURANCE BINDER**

THIS IS TO CERTIFY that the undersigned has procured temporary insurance with the Insurer or Insurers stated below and limited to the form and time specified therein

Schedule of Insurers		2
	ISSION INSURANCE COMPANY	_ _
% with		_ ი
Assured and Address	ELIXIR INDUSTRIES, INC ETAL 17809 S BROADWAY GARDENA, CALIF 90248	+44
Amount or Limits  Classification of Insurance	\$10,500,000 X/S \$1,500,000 X/S \$1 000,000 EARTHQUAKE DEDUCTIBLE PEP OCCURRENCE & \$100 000 ALL OTHER PERILS DEDUCTIBLE PER OCCURRENCE ALL RISK ON BLANKET ALL PROPERTY INCLUDING EARNINGS & LXPENSES	
Specific Limitations		
Remarks	PORIVARD ANNUAL ADJUSTMENT ANNUAL AGGREGATE CLAUSE	
5 5	SEPTEMBER 1 1977 both days at 12 01 AM	_`
Premium Charged for Period	s7608 of Binder	
may be cancelled at any time cellation shall become effect mailing to the Insured at the	ct to the conditions and terms of the policies and forms now in use by the Insurers. This Bind by the Insured by mailing to Sayre & Toso. Inc. written notice stating when thereafter such of the Insurer or Insurers address shown in the declarations written notice stating when not less than five (5) days the effective. The mailing of notice as aforesaid shall be sufficient proof of notice.	can by
The undersigned is not the Ir	nsurer however the insurance has been produced by Sayre & Toso Inc	
Dated at LOS ANGILES	, CALIF Thus 29Tii Day of JULY 19	_ <i>_77</i>
Producer ILCHIRE I 680 ILSHI LOS ANGELL		

Coverage is provided in the Company indicated  MISSION INSURANCE COMP LOS ANGELES CALIFORNIA  HOLLAND AMERICA INSURANCE COMPANY LOS ANGELES CALIFORNIA			INSURANCE POLICY (Multi-Purpose Form)			
				007100		
				Policy No 1	us007490	
				REPLACING MS 005884		
NAMED INSURED OWNED AFFILIATES OR SUBSIDIARIES AS  MAILING THEY PRESENTLY EXIST OR MAY HEREAFTER  ADDRESS BE CONSTITUTED  17809 S BROADWAY  GARDENA, CA 90248  THERE ADJUST 1, 1977 AUGUST 1, 1980  TERM (years) INCEPTION (month day year)  AM TANDARD T ME AT THE ADDRESS OF THE AMED IN URED A TA ED ABOVE  Insurance is provided against only those perils and for only those coverage			103	WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE 108 ANGELES, CA 90005		
and for other coverages only	when endorsed herec	on or added hereto			OUCTIBLES	
TEM LIMIT(S) OF	RATE(S)	PREPAID TERM PREMIUM DUE AT INCEPTION	PAYMENT	AMOUNT	APPLYING TO	
\$ 10,500,000.   \$  CESS OF \$1,500,000  CESS OF \$1,000,000		-	\$ 40,044.			
RIBQUAKE DEDUCTIBI						
er occurrence and	\$180,000.		40,044.	1116 ex		
TOTAL OF	DISCITELE PER OC Annual Pay-	CURRENCE	#	2077		
MENTS FOR	POLICY TERM TOTA	AL(S) \$	(40,044.)	0.0	<u> </u>	
n consideration of the stip alled the insured whose a ecceding the amount abov	ddress is shown above	from the inception d	ate to the expirat		isured named above herein above to an amount not	
TEM AMT OF INSURANCE			DETAILED DESCRI	TION		
\$10 500,000		LANKET ALL PROP			expenses as	
CZ\$8 OF	FER EXCESS PR	OPERTY INSURANCE	e form attace	ED		
\$1,500,000. CESS OF						
\$1,000,000						
ARTHQUAKE DEDUC-						
IBLE PER OCCUR-						
ence and \$100 000 all						
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CURRENCE						
OSS PAYABLE CLAUSE L	OSS IF ANY TO BE	ADJUSTED ONLY WITH	THE INSURED AND	PAYABLE TO THE IN	SURED AND	
AS PER FORM 438E						
EXCESS PROPERTY		, 438BFU(5/42),	END #1-3			
This policy is made and according to this policy togeth	cepted subject to the e er with such other pr	foregoing provisions and ovisions stipulations are	stipulations and t nd agreements as r	hose hereinafter stated nay be added hereto	as provided in this policy	
AUGUST 12, 1977	LOS ANGELES	, CALIFORNIA			SAYRE & TOSO INC	
COUN R GNA URE DATE	OUN & GN D A	,				
n witness whereof the Co by Sayre & Toso Inc				E GNED B	O D NA E	
y sayie & 1030 Inc	ompany has caused th	is policy to be executed				
1114		is policy to be executed		this policy shall not be	e valid unless countersigned	
•	ompany has caused the	is policy to be executed		this policy shall not be		

- i Misrepresentation and Fraud This entire policy shall be void if whether before or after a loss the insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or the interest of the insured therein or in case of any fraud or false swearing by the insured relating thereto
- 2 Notice of Loss The insured shall as soon as practicable report in writing to the Company or its agent every loss damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss damage or occurrence a detailed sworn proof of loss
- 3 Examination Under Oath The Insured as often as may be reasonably required shall exhibit to any person designated by the Company all that remains of any property herein described and shall submit and in so far as is within his or their power cause his or their employees, members of the house hold and others to submit to examinations under oath by any person named by the Company and subscribe the same and as often as may be reasonably required shall produce for examination all writings books of account bills invoices and other vouchers or certified copies thereof if originals be lost at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability
- 4 Valuation The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation however caused and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality
- 5 Settlement of Loss All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company No loss shall be paid or made good if the Insured has collected the same from others
- 6 No Benefit to Bailee This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee
- 7 Subrogation or Loan If in the event of loss or damage the Insured shall acquire any right of action against any individual firm or corporation for loss of or damage to property covered hereunder the Insured will if requested by the Company assign and transfer such claim or right of action to the Company or at the Company s option execute and deliver to the Company the custom ary form of loan receipt upon receiving an advance of funds in respect of the loss or damage and will subrogate the Company to or will hold in trust for the Company all such rights of action to the extent of the amount paid or advanced and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company
- 8 Reduction in Amount of Insurance The amount of insurance and the applicable limit of liability upon the occurrence of any loss covered hereunder is reduced by the amount of such loss
- 9 Pair Set or Parts In the event of loss of or damage to
- (a) any article or articles which are a part of a pair or set the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set giving consideration to the importance of said article or articles but in no event shall such loss or damage be construed to mean total loss of the pair or set or
- (b) any part of property covered consisting when complete for use of several parts the Company shall only be liable for the value of the part lost or damaged

- 10 Protection of Property In case of loss it shall be lawful and necessary for the Insured his or their factors servants and assigns to sue labor and travel for in and about the defense safeguard and recovery of the property insured hereunder or any part thereof without prejudice to this insurance nor shall the acts of the Insured or the Company in recovering saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
- 11 Suit No suit action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim provided however that if by the laws of the State within which this policy is issued such limitation is invalid then any such claims shall be void unless such action suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State
- 12 Appraisal If the Insured and the Company fail to agree as to the amount of loss each shall on the written demand of either made within sixty (60) days after receipt of proof of loss by the Company select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire and failing for fifteen (15) days to agree upon such umpire then on the request of the Insured or the Company such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss stating separately the actual cash value at the time of loss and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
- 13 Cancelation This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancelation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when not less than five (5) days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- If the Insured cancels earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected and if not then made shall be made as soon as practicable after cancelation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due the Insured.
- 14 Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy
- 15 Conformity to Statute Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes
- 16 Civil Authority Property covered under this policy against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused of contributed to by a peril otherwise excluded herein

## EXCESS PROTURTY INSURINCE FORM

IN CONSIDERATION OF THE PREMIUM CHARGED, THE COMPANY HEREBY AGREES WITH

ELIXIR INDUSTRIES, INC. AND ALL WHOLLY OWNED AFFILIATES OR SUBSIDIARIES AS THEY

PRESENTLY EXIST OR MAY HEREAFTER BE CONSTITUTED

TO PROVIDE COMERAGE ACAINST DIRECT DAMAGE CAUSED BY THE FOLLOWING PERILS

ALL RISK INCLUDING EARTHQUAKE AND FLOOD

PROPERTY INSURED

BLANKET ALL PROPERTY INCLUDING EARNINGS AND EXPENSES

AT THE FOLLOWING LOCATIONS

AS LISTED ON SOUTHERN INSURANCE COMPANY POLICY SIM 30204 AND CENTRAL NATIONAL INSURANCE COMPANY POLICY ST 101727

THIS INSURANCE VILL PAY UP TO BUT NOT EXCEEDING \$10 500 000

EACH AND EVERY LOSS EXCESS OF \$1,500 000 X/S \$1,000,000

EARTHQUAKE AND X/S
\$100,000 AOP

EACH AND EVERY LOSS AND EACH AND EVERY LOCATION
WHICH SHALL BE KNOWN AS THE UNDEPLYING INSURANCE

IN THE EVENT OF LOSS ARISING WHICH APPEARS LIKELY TO EXCEED THE UNDERLYING INSURANCE NO COSTS SHALL BE INCURRED BY THE ASSURED WITHOUT THE WRITTEN CONSENT OF THE COMPANY

ALL RECOVERIES OR PAYMENTS RECOVERED OR RECEIVED SUBSEQUENT TO A LOSS SETTLE ME NT UNDER THIS INSURANCE SHALL BE APPLIED AS IF RECOVERED OR RECEIVED PRIOR TO SUCH SETTLEMENT AND ALL NECESSARY ADJUSTMENTS SHALL THEN BE MADE BETWEEN THE ASSURED AND THE COMPANY

S&T 2000 (30M 11/74)

EFFECTIVE AUGUST 1, 1977

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY IS EXCESS, PER FORM ATTACHED HERETO, OF SOUTHFRM INSURANCE COMPANY POLICY SIM 30204 AND CENTRAL MATIONAL I SURANCE COMPANY POLICY SF 101727

THIS ENDORSE	MENT IS ATTACHED TO AND M	AADE A PART OF	MISSION I SURANCE CO
ISSUED TO	ELIXIP INDUSTRIES, INC ET	AL	
DATED AT	LOS ANGELFS CALIFORNIA	<del></del>	
DATE	AUGUST 12, 1977		
		SAYRE & TOSO II	NC

BY _

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE CUST 1 1977

## FORWARD ANNUAL ADJUSTMENT CLAUSE

IT IS UNDERSTOOD AND AGREED THAT IF THE TOTAL ESTIMATED VALUES SO DEVELOPED, AS OF THE FIRST AND SECOND ANNIVERSARY DATES OF THIS POLICY ARE IN EXCESS OF THE STATEMENT OF ESTIMATED VALUES FOR THE PRECEEDING YEAR, THE INSURED WILL PAY AN ADDITIONAL ANNUAL INSTALLMENT PREMIUM ON SUCH EXCESS AT PRO-RATA OF THE POLICY RATE OF \$ 0 04 PER \$ 100 00 FROM SUCH ANNIVERSARY DATES FOR THE PURPOSE OF PREMIUM COMPUTATION ONLY, THIS POLICY IS INITIALLY WRITTEN ON 100/ VALUES OF \$ 100 110 000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #MS 007490 (F THE VISSION INSUFANCE CO

issued to _	FLINIR INDUSTRIES INC , FT	AL	· · · · · · · · · · · · · · · · · · ·
DATED AT	LOS A. CELES CALIFORNIA		
DATE	AL CUST 12, 1977		
		SAYRE & TOSO IN	С
S&T 2000 (30M 11/7	74)	RV	

EFFECTIVE AUCUST 1, 1977

#### CONDITIONS APPLYING TO THE PERILS OF EARTHQUAKE AND FLOOD

IN CONSIDERATION OF THE PREMIUM CHARGED HEREIN, IT IS AGREED THAT THE FOLLOWING CLAUSES APPLY TO THE EARTHQUAKE AND FLOOD COVERAGE AFFORDED HEREULDER

1 ANNUAL AGGREGATE CLALSE

THE LIMIT AS STATED HEREIN FOR THE PERILS OF EARTHQUAKE AND PLOOD SHALL ALSO APPLY ANNUALLY ON AN AGGREGATE BASIS REGARDLESS OF THE NUMBER OF LOSSES SUSTAINED

2 SINGLE LOSS GLAUSE

EACH LOSS BY EARTHQUAKE SHALL CONSTITUTE A SIYGLF CLAIM HEREUNDER PROVIDED, IF MORE THAN ONE EARTHQUAKE SHOCK SHALL OCCUR WITHIN ANY PERIOD OF SEVENTY-TWO HOURS DURING THE TERM OF THIS ENDORSEMENT SUCH EARTHQUAKE SPOCKS SHALL BE DEEMED TO BE A SINGLE EARTHQUAKE WITHIN THE MEANING HEREOF THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY ANY EARTHQUAKE SHOCK OCCURRING BEFORE THE EFFECTIVE DATE AND TIME OF THIS ENDORSEMENT NOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY

#### DEFINITION OF FLOOD

WATER DAMAGE CAUSED BY CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOW-ING WILL BE CONSTRUED TO BE DAMAGE RESULTING FROM THE PERIL OF FLOOD

1 FLOOD SURFACE WATER WAVES TIDAL WATER OR TIDAL WAVE OVERFLOW OF STREAMS OR OTHER BODIES OF WATER OR SPRAY FROM ANY OF THE FOREGOING,

ALL OTHER TERMS AND CONDITIONS I		POLICY #MS 007490 MISSION I SURANCE	HE
SSUED TO AS PER PAGE 2			
DATED AT			
DATE			
	SAYRE & TOSO IN	IC	
S&T 2000 (30M 11/74)	DV		

PAGE 2

ENDORSEMENT # 3 (CO I'T)

EFFECTIVE AUGUST 1, 1977

- WATER WHICH BACKS UP THROUGH SFWERS OR DRAINS
- WATER BEIOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXFRTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS BASEMENT OR OTHER FLOORS OR THROUGH DOORS, WINDOWS OR ANY OPENINGS IN ANY OF THE ABOVE

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY FMS 007490 OF THE

MISSION INSURANCE CO

ISSUED TO	ELIXIR INDUSTRIFS, INC	ET AL
DATED AT	LOS ANGELES CALIFORNIA	
DATE	AUGUST 12, 1977	
/ CI þ		SAYRE & TOSO INC
S&T 2000 (30M 11/7	4)	BY

EFFECTIVE SEPTEMBER 1, 1978

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CENTRAL NATIONAL POLICY

NUMBER REFERRED TO ON THE EXCESS PROPERTY INSURANCE FORM WHICH FORMS

A PART OF THIS POLICY IS AMENDED TO I 523 08 72

THIS ENDORSEME	INT IS ATTACHED TO AND MADE A PART OF	<b>#</b> MS007490 OF THE MISSION INSURANCE CO
ISSUED TO	ELIXIR INDUSTRIES, INC., ETAL.	
DATED AT	LOS ANGELES, CALIFORNIA	
DATE	MAY 8, 1978	
DATE	SAYRE & TOSO I	NC

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

S&T 2000 (30M 11/74)

bn

BY .

EFFECTIVE SEPTEMBER 1, 1978

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CENTRAL NATIONAL POLICY

NUMBER REFERRED TO ON THE EXCESS PROPERTY INSURANCE FORM WHICH FORMS

A PART OF THIS POLICY IS AMENDED TO I 523 08 72

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF #MS007490 OF THE

#MSOU7490 OF THE MISSION INSURANCE CO

ISSUED TO	ELIXIR INDUSTRIES, INC ,ETAL
D 4 M D A M	LOS ANGELES, CALIFORNIA
DATED AT	HOU ANGELES, CALIFORNIA
	MAY 8, 1978
DATE	

SAYRE & TOSO INC

S&T 2000 (30M 11/74)

bn

BY Robert Barber

AS RESPECTS TO LOCAT 'IS SITUATE 15722,17809,17905,_/925,18025 S BROADWAY, GARDENA, LALIF 3321-3343 AIRPORT RD , SACRAMENTO, CALIF ROUTE L, AURORA, OREGON & 2040 INDUSTRIAL PAFKWAY

SF FORM ROUTE

2040 TOLEDO AVENUE, ELKHART INDIANA
LENDER'S LOSS PAYABLE ENDORSEMENT

Form 438BFU (Rev May 1 1942)

1 Loss or damage if any under this policy shall be paid to

BANKERS LIFE COMPANY

its successors and assigns hereinafter referred to as the Lender in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity or other wise or vested in a nominee or trustee of said Lender

- 2 The insurance under this policy or any rider or endorsement attached thereto as to the interest only of the Lender its successors and assigns shall not be invalidated nor suspended (a) by any error omission or change respecting the ownership description possession or location of the subject of the insurance or the interest therein or the title thereto (b) by the commencement of fore closure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed (c) by any breach of warranty act omission neglect or non compliance with any of the provisions of this policy including any and all riders now or hereafter attached thereto by the named insured the borrower mortgagor trustor vendee owner tenant warehouseman custodian occupant or by the agents of either or any of them or by the happening of any event permitted by them or either of them or their agents or which they failed to prevent whether occurring before or after the attachment of this endorsement or whether before or after a loss which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured excluding herefrom however any acts or omissions of the lender while exercising active control and management of the property
- 3 In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy this Company agrees to give written notice to the Lender of such non payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company is demand in writing therefor If the Lender shall decline to pay said premium or additional premium the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender
- 4 Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists this Company at its option may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured (with refund of all interest not accrued) and this Company to the extent of such payment shall thereupon receive a full assignment and transfer without recourse of the debt and all rights and securities held as collateral thereto
- 5 If there be any other insurance upon the within described property this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by payable to and expressly consented to by the Lender Any Contribution Clause included in any Fallen Bu lding Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Con tribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for in suring such other hazards. The Lender upon the payment to it of the full amount of its claim will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance
- 6 This Company reserves the right to cancel this policy at any time as provided by its terms but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease
- 7 This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lender
- 8 Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property
- 9 All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at

or if none be specified at its head office at 711 HIGH STREET, DES MOINES, IOWA 50307 Attached to Policy No 48 007490 of MISSION INSURANCE CO

Issued to ELIXIR INDUSTRIES, INC., ET AL,

Agency at LOS ANGELES, CALIFORNIA

Date AUGUST 12, 1977

Approved
Board of Fire Underwriters of the Pacific
California Bankers Association
Committee on Insurance

SAYRE & TOSO, INC

Agent.

## INSUF ACE BINDER

MR MIKE LOCELSO WILSHIRE INSURANCE AGENCY 680 WILSHIRE PLACE LOS ANGELES, CALIFORNIA 90005

TO



 $N^{2}$ 1229

INSURED S NAME AND MAILING ADDRESS		temporary Insurance Contract		
ELIXIR INDUSTRIES, ET AL		to serve as evidence of Insurance pending		
17809 SOUTH BROADWAY GARDENA, CALIFORNIA 902	X Issuance and	Delivery of a Policy		
GROBINA, CAMITOIGIA 502	☐ Issuance and	Delivery of a Renewal Policy		
	= Issuance and	Delivery of Endorsement		
1	☐ Negotiation o	f Rates Premium or Coverage		
L				
THE NATIONAL SECURITY FIRE - s hereby bound to the insured named above subject	(NAME OF INSURANCE COMPANY)			
DESCRIPTION OF VEHICLES PROPERTY OR OPERATIONS AND LOCATIONS	TYPE OF COVERAGE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY		
MFG MOBILE HOME PARTS AND EQUIPMENT	PRODUCTS AND COMPLETED OPERATIONS LIABILITY, SUBJECTO CLAIMS MADE FORM	\$500,000 COMBINED SINGLE LIMIT		
	RECEIVED '	\$250,000 M&D SUBJECT TO PAY- MENT TERMS 40/30/30 3 3% TAX/FEE		
MORTGAGEE OR LOSS PAYEE	· ·			
Binder Sent To ☐ Insured ☐ Mortgagee or L/	P AGENT			
It is expressly stipulated that this binder is is the Company in the state in which the operation or as if fully set forth herein (2) and to the payment devent of loss before expiration of this binder shall. It is a condition of this binder that whenever the obligations hereunder shall cease and be void produced by the duly authorized agent of this Countersigned by the duly authorized agent of this Countersigned by the duly authorized agent of this Countersigned by the duly authorized agent of this the Company or to this agent when thereafter the other agent in behalf of the Company by mailing to ten (10) days thereafter such cancellation shall be tive date of cancellation stated in the notice shall to mailing.  When more than one Company is named in this	of premium based on published or manual rules as be fixed at the earned premium for the insurance he Policy of this Company is issued in lieu of its u- vided however that this binder shall not continu- id subject to the foregoing stipulations and conditi- company he Insured by its surrender to the Company or to cancellation shall be effective. The Binder may be the Insured at the address shown above written the effective The mailing of notices as aforesaid shall	of the policy regularly issued by a part hereof to the same extent and rates which premium in the afforded indertaking under this binder its e in force beyond the expiration ons and shall not be valid unless this agent or by giving notice to cancelled by the Company or by notice stating when not less than all be sufficient notice. The effect written notice shall be equivalent		
A premium will be charged for this binder				
	ALIFORNIA Dated JULY 16,	1976		
	By	1976		

GEN	IERAL	LIA	BIL	JTY.

RENEWAL OF NUMBER

- NATION

# DAILY REPORT

## - NATIONAL SECURITY FIRE AND CASUALTY COMPANY ELBA ALABAMA 36323 `

No VG 26648,

Named Insured an	• •	Street, Town or City County State)	
	DUSTRIES ETAL		-
_17809 Sout	th Broadway	— , , , , , , , , , , , , , , , , , , ,	
GARDENA,	CALIFORNIA	90248" /	
	(Mo Day Yr )	· · · · · · · · · · · · · · · · · · ·	
7/7/76 ✓	4 to	o → T/T/TT ✓	
2-01 A.M., standard tu		e named insured as stated herein.	
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The insurance affi	orded is only with resp	pect to the following Coverage Part(s) indicated by specific premium charge(s)	
\$	4 C.	Soc to the following opicials total will indicate at abcount beautiful considera	
€ Advance	Ceverage +		7
Premiums	Part No(s).	Coverage Part(s)	] _
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\$ , 775		Comprehensive General Liability Insurance	4
\$	, , ,	Comprehensive Personal Insurance	_ •
\$		Contractual Liability Insurance	븨
3	<u> </u>	Farmer's Comprehensive Personal Insurance	긻
3' '		Manufacturers and Contractors Liability Insurance	<b>i</b>
\$		Owner's and Contractor's Protective Liability Insurance	مر م
3		Owners Landlords and Tenants Liability Insurance	
\$		Premises Medical Payments Insurance	<b>」</b>
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5 5 5 5 5 9 1244,000	Total Advance Pres		nn í

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on

Effective Date 1st Anniversary

2nd Anniversary

Item 4 During the past three years no insurer has cancelled insurance issued to the named insured similar to that afforded hereunder unless otherwise stated herein

Countersigned 10/8/76 TY Q Y022

Not appl cable in Texas

Authorized Representative

Ptd In U S.A

Form VG (5-75)

AUDIT OR SUB AGENT'S COPY

Capital brokerse.



(This is a Claims Made Policy)

Except to such extent as may otherwise be provided herein the coverage of this policy is limited generally to liability for only those claims that are first made against the insured while the policy is in force. Please review the policy wording carefully see below Insuring Agreement and discuss the coverage thereunder with your insurance agent or broker

		Policy No	
1	Name of Insured	ELIXIR INDUSTRIES (****	
2	Address of Insured	17809 South Broadway	
_	Addressormsdred	Gardina, California 90248	
3	Limits of Liability		5
3	_	•	
	Bodily Injury	\$ _ Bee endorsement # 2	each person
		\$ BEE ENDORSEMENT # 2	each accident
		\$	policy period aggregate
	Property Damage	\$ SEE ENDORSEMENT #2	each accident
		\$	policy period aggregate
4	Retroactive Date	7/7/76	
5	From 7/7/76	o Day Yr) To <b>7/7/77</b> , and an arrived as stated and arrived as stated and arrived as stated and arrived as stated and arrived as stated and arrived as stated and arrived as stated and arrived as stated and arrived arrived arrived as stated and arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived arrived a	i herein
6	Adjustable Rate \$ 4 00 Per	- \$ 1000 of Receipts	
	Deposit Premium		
	See Endo	rsement # 1	
	Minimum Annual Pre \$ 244,000		
7	Products to which th	is Insurance applies (Notice See the Coverage Section (	Clause 5 as to New Products)
	Mobile Home Parts	and Recreational Vechicle Parts except Alumin ibed as Insured's General Liability Product Co	um Galvaniza and

- Deductible applicable to each and every claim \$ 5,000 per claim Bodily Injury and/ or Property Damage Liability or Combination thereof including Loss Adjustment expenses and
- Form Number of Endorsement(s) attached

respectively R/A Metal Goods (mfg ) -#349048

End # 1,2,3,4, & 5

legal fees

## **INSURING AGREEMENT**

PRODUCTS LIABILITY INSURANCE (This is a Claims Made Policy)

Claims Made Policy Except to such extent as may be provided herein this policy is limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED WHILE THE POLICY IS IN FORCE Please review the policy carefully

In consideration of the payment of the premium herein stated the statements in the Declarations which are made a part hereof and are warranted by the insured to be complete and true and the Application, which contains particulars and statements which shall be the basis of this contract and are to be considered as incorporated herein, the Company subject to the terms and conditions hereof agrees with the said insured his Executors Administrators and Assigns to pay on behalf of the insured within the limits of liability set forth below as follows

1 To pay on behalf of the insured all sums which the insured shall by law be field liable to pay as damages because of Bodily Injury (as hereinafter defined) or Property Damage (as hereinafter defined) caused by arcident and arising out of the possession consumption use or handling elsewhere than upon the premises of the insured but within the Policy Territory (as hereinafter defined) of only those products of the insured listed in the Declarations after those products have been sold and physical possession of such products has

## PROVIDED ALWAYS THAT

This policy shall apply only in respect of claim(s) (as hereinafter defined) first made against the insured during the policy period stated in the Declarations solely by reason of bodily injury or property damage suitained after the Retroactive Date stated in the Declarations, and of which immediate notice has been given in accordance with the Conditions herein 2 The Company shall have no duty to pay or defend hereunder for Bodily Injury or Property Damage which has been or is alleged to have been caused to any extent or degree directly or indirectly by any of the Insured's products prior to the Retroactive Date specified in the Declarations

3 Defense Settlement, Supplementary Payments

- (a) With respect to the coverage afforded by this insurance the Company shall defend any claim or suit in the name of and on behalf of the insured and pay the costs and expenses incurred in such defense but the Company shall not be obligated to pay any claim or judgment or to defend or continue to defend any suit after the applicable limit of the Company s liability has been exhausted by payment of judgments or settlements. The Company will pay premiums on appeal bonds and premiums on bonds to release attachments for an amount not in excess of the applicable limits of this policy but the Company shall have no obligation to apply for or furnish such bonds.
- (b) Subject to the Named Insured's obligation to pay the deductible as set forth in the Declarations and in the section THE LIMITS OF LIABILITY 3, the Company shall pay in addition to the applicable limits of liability all claims expenses as defined herein provided however that in the event a payment in excess of the amount of the limits of liability available under this insurance is made to dispose of a claim the Company's liability for such claims expenses as defined herein shall be such proportion thereof as the amount of the limits of liability available under this insurance bears to the amount paid to dispose of the claim.

CMPLF 1 (6/76)

Extension Clause. In the event of the termination of this insura. By reason of cancellation or etusal to renew by the Company unless the policy has beet a celled for non payment of information or immediately succeeded by similar CLAIMS MADE in the ame as shown in the Declarations hereof the insured shall have the option unless the ompany s total aggregate limit of liability has been exhausted upon payment of the following iremium, to purchase an extension of the policy period to apply to claims first made against the insured during the twelve (12) months following immediately upon the effective date of such ancellation or refusal to renew on account of Bodily Injury or Property Damage sustained between the retroactive date and the effective date of such cancellation or refusal to renew on account of Bodily Injury or Property Damage sustained between the retroactive date and the effective date of such cancellation or refusal to renew on account of Bodily Injury or Property Damage sustained between the retroactive date and the effective date of such cancellation or refusal to renew by the Company. The premium for the premium shall not onstitute a cancellation or refusal to renew by the Company. The premium for the extension is the policy period is subject otherwise to all of the terms. Inmits of coverage and ability exelutions and conditions of this policy.

In applied to the policy period is subject otherwise to all of the terms. Inmits of coverage and ability exelutions and conditions of this policy.

u A conton must be exercised by the Insured by notice in writing received by the Company for than forty five (45) days after the cancellation or termination date of this policy. If such locice is not given the insured shall not at a later date be able to exercise such option he fact that the policy period is extended to apply to claims first made against the Insured by intue of the extension period shall not in any way increase the limits of liability set forth in the

New Products. In the event the insured newly manufactures acquires purchases for resale intributes or sells a product or products during the policy period he shall furnish the Company ithin thirty (30) days from the first date of manufacture acquisition purchase distribution or like writtin notice of such product(s) and full information with respect thereto.

## LEFINITIONS

- Body Igiury The term body injury whenever used in this policy shall mean body injury liness sickness including death therefrom to any person. Property Damage The term "property damage whenever used in this policy shall mean lamage to or destruction of tangible property including consequential loss of use thereof. Policy Territories and possessions.
- Claim The unqualified word claim whenever used in this policy shall mean a demand eccived by the insured for money goods or services and shall include the service of suit or istitution of arbitration proceedings against the insured

iscliminate by a person firm or corporation against the Insured inclaim made by a person firm or corporation against the Insured during the policy period stated in the Declarations shall be deemed to have been so made solely on such claimant's behalf and hall in no event be deemed a notice or claim made by any other person firm or corporation gainst the Insured ansing out of the same accident within the terms of the coverage afforded by his policy

Policy Period The term policy period whenever used in this policy shall mean the period rom the inception date of this policy to the policy expiration date as set forth in the Declarations rits earlier termination date if any

Claims Expenses Whenever and wherever used in this policy claims expenses means

(a) fees charged by any attorney designated by the Company

- (b) all other fees, costs and expenses resulting from the investigation adjustment defense and appeal of a claim if incurred by the Company and
- (c) lees charged by any attorney designated by the Insured with the written consent of the Company

Claims expenses does not include salary or hourly wage charges of regular employees or liticers of the insured or fees and expenses of independent adjusters or any supervisory counsel tained by the insured

#### HE EXCLUSIONS

his insurance does not cover and shall not apply to -

- (a) the liability of others assumed by the insured under any contract or agreement oral or written

- written
  (b) any criminal act or any act committed while in violation of any law or ordinance
  (c) any article or product manufactured, handled or sold or distributed in violation of any law statute ordinance or regulation Federal State or Municipal
  (d) any claims based upon a written or oral express warranty of the insured
  (e) any claims for damages to the Named Insured's products or for the cost of repairing or replacing any defective or allegedly defective product or part thereof and/orany claim for damages which may result therefrom or for loss of use of any defective or allegedly defective product.

  (f) any claims arising out of involving or connected with the insured sureducts dispensed by
- (f) any claims arising out of involving or connected with the Insured's products dispensed by or purchased through a vending machine or other mechanical vending or dispensing device
- (g) any claims for damages including claims for loss of use of property resulting from with drawal recall replacement abandonment confiscation or seizure of the Insured products
- products
  (h) any claim for damages, including loss of use of property resulting from inspection maintenance or repair of the insured's products or inconnection with work completed by or for the Named Insured on any property of which such products or work form a part (i) any claims for Bodily Injury or Property Damage resulting from the failure of the Named Insured's products or work completed by or for the Named insured to perform the function or serve the purpose intended by the Named Insured if such failure is due to a mistake or deficiency in any design formula plan specifications advertising material or printed instructions prepared or developed by the Named Insured
- any claim based upon fine or penalty imposed by any law statute or ordinance or Govern mental Agency Federal State or Municipal
- (k) punitive or exemplary fines or penalties except that if a suit shall have been brought against the Insured for a claim falling within the coverage thereof seeking both compensatory and punitive or exemplary damages, fines or penalties then the Company will afford a defense to such action without liability however for such punitive or exemplary damages fines or penalties
- Bodily Injury to any employee of the Insured arising out of and in the course of his employment by the Insured including but not limited to any obligation for which the Insured any carrier as his insurer may be held liable under any Workmen's Compensation A Employers Liability Law Unemployment Compensation or Disability Benefits Law any similar law

#### MITS OF LIABILITY

- Irrespective of the number of persons or entities named as the insured in the Declarations or Ided by endorsement the liability of the Company is limited as follows —

  [a) The limit of Bodily Injury liability stated in the Declarations applicable to each Person is the total limit of the Company's liability for all damages because of Bodily Injury to any one person sustained as a result of any accident.

person sustained as a result of any accident.

(b) The total liability of the Company for all damages because of all Bodily Injury sustained to two or more persons as a result of any one accident shall not exceed the limit of Bodily Injury liability stated in the Declarations as each accident

(c) Subject to the above provisions respecting each Person and each Accident the total liability of the Company for all damages for all Bodily Injury for which claim is first made against the Insured during the policy period and extension period if any shall not exceed the limit of Bodily Injury liability stated in the Declarations as aggregate

(d) The total liability of the Company for all damages because of all Property Damage sustained as the result of any one accident shall not exceed the limit of Property Damage liability stated in the Declarations as applicable to each Accident

(e) Subject to the above provision respecting each Accident the total liability of the Company for all damages because of all PROPERTY Damage for which claim is first made against the Insured during the policy period and extension period if any shall not exceed the limit of property damage liability stated in the Declarations as aggregate

If merchandise or products from one prepared or acquired lot shall after sale cause Bodily ury or Property Damage to more than one person the Bodily Injury or Property Damage to all risons resulting from that common cause shall be considered as resulting from one accident. Deductible The limit of liability shall be subject to the deductible stated in the Declarations inch shall be applicable to each claim and shall include loss payments and claims expenses in the ror not loss payment is made. Said deductible shall first apply to claims expenses and not loss payments.

e Insured expressly agrees that upon written demand by the Company it shall pay within inteen (14) days such portion of the claims expenses or loss payment as the Company may mand. However, either singly or combined, the total payment required from the Named uned as to each claim shall not exceed the deductible amount shown in the Declarations.

1 Notice of Claim or Suit Ast, dition precedent to his right to the protection afforded by this insurance, as soon as practical. The Insured shall give to the Company written notice directed to KROLL EDELMAN, ELSER & WILTON 420 Lexington Avenue New York New York 10017 and WILLIAM H VAUGHAN & COMPANY INC 8049 West Chester Pike P 0 Box 946 Havertown Pennsylvania 19083 of

(a) any claim made against him or

(b) the receipt of notice from any person of an intention to hold the Insured responsible for the results of any breach of duty or of an incident or circumstance likely to give rise to a claim hereunder and shall in any case upon request give the Company such information as the Company may reasonably require

Company may reasonably require

In the event claim is made or suit is brought against the Insured, the Insured shall IMMEDIATELY forward to the Company, by directing to KROLL, EDELMAN, ELSER & WILSON, 420 Lexington Avenue New York, New York 10017 and WILLIAM H. VAUGHAN & COMPANY INC. 8049 West Chester Pike P.O. Box 949 Havertown Pennsylvania 19083 every demand notice summons or other process received by him or by his representatives.

Assistance and Cooperation of the Insured. The Insured shall cooperate with the Company and upon the Company srequest shall give signed statements attend hearings and trials and shall assist in effecting settlements. Securing and giving evidence obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost make any payplent, admit any liability settle any claims assume any obligation or incur any expense without the written consent of the Company.

Subrogation in the event of any payment under this policy the Company shall be subrogated to all the Insured singlits of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights. The Company shall not exercise any such rights against any persons firms or corporations included in the definition of insured.

Action Against the Company, No action shall like against the Company unless, as a condition

4 Action Against the Company No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy nor until the amount of the Insured s obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured the claimant and the Company

the claimant and the Company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the insured to determine the insured is liability

Bankruptcy or insolvency of the Insured or of the insured is estate shall not relieve the Company of any of its obligations hereunder

False or Fraudulent Claims If the Insured shall proffer any claim knowing same to be false or fraudulent, as regards amount or otherwise this insurance shall become void and all claims hereunder shall be forfeited

OTHER CONDITIONS

#### OTHER CONDITIONS

- Application By acceptance of this policy the Insured agrees that the statements in the application are his representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company, or any of its agents relating to this insurance. It is a condition precedent to any recovery hereunder that the inception date of this policy the insured does not know of any facts or circumstances which might result in claim(s) or suits being made against the Insured in respect of Bodily Injury and/or Property Damage arising from the products insured hereunder other than as disclosed in the Application.
- 2 In the event of any accident claim or suit the Insured shall promptly at his expense, take all reasonable steps to prevent other Bodily Injury or Property Damage from arising out of the same or similar conditions
- 3 Other insurance This policy is in excess of the amount of the applicable deductible of this policy and additionally the amount of any other valid and collectible insurance available to the insured
- 4 Changes Notice to any agent or knowledge possessed by any agent or by any other persons shall not effect a waiver or a change in any part of this contract be waived or changed except by endorsement issued to form a part of this policy
- 5 Assignment Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. In the event of the death of incompetency of the Insured this policy shall cover the Insured s legal representatives as Insured as respects any liability previously incurred and covered by this policy.
- incurred and covered by this policy

  6 Premium Upon expiration of this policy the insured shall furnish to the Company with a statement of the Insured's actual total sales during the policy period and the actual earned premium shall be computed thereon at the premium rate stipulated in the Declarations. If the actual earned premium is more than the deposit premium the Insured shall pay the difference to the Company, if less, the Company shall return the difference to the Insured except that the Company shall be entitled to the minimum premium as stated in the Declarations. The Company or its authorized representatives shall have the right to require of the Insured atany time within the said policy period or one year thereafter a sworn statement of the entire amount for number of such total sales during the whole or any specified part of the said period and the Insured shall furnish said statement within ten days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company who shall have the right and opportunity to examine the books and records of the Insured as respects such total sales or other basis of premium, and such examination may be made at any time during the said period and within one year thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for nor the Company sight to additional premium.

  Sales shall be determined by the invoice price (whether collected or not) for all goods or products.

Sales shall be determined by the invoice price (whether collected or not) for all goods or products sold or handled by the insured during the policy period.

7. Cancellations. This policy may be cancelled by the Named Insured by surrender thereof to the Company or by mailing to the aforementioned written notice stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium.

This policy may be cancelled by the Company by mailing to the Named Insured written notice.

customary short rate proportion of the premium

This policy may be cancelled by the Company by mailing to the Named Insured written notice stating when not less than thirty days thereafter such cancellation shall be effective but this policy may be cancelled as aforesaid by not less than ten days notice when the cancellation is being effected by reason of the Insured's non payment of premium. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing. If cancelled by the Company earned premium shall be computed pro rata.

- Premium shall be computed pro rata

  Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or any of its representatives mailed or delivered shall be sufficient tender of any refund due to the insured.

  8. Inspection. Any of the Company is authorized representatives shall have the right and opportunity whenever the Company is desired to inspect at any reasonable time the insured is premised and all the products ways works machinery and appliances thereof but the Company assumes no responsibility or duty by reason of such inspection or by the omission thereof. The insured agrees to provide appropriate personnel to assist the Company's representatives during such inspection.
- 9 Service of Suit It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder the Company hereon at the request of the Named Insured will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Its further agreed that service of process in such suit may be made upon KROLL EDELMAN ELSER & WILSON, 420 Lexington Avenue, New York New York 10017 and WILLIAM H VAUGHAN & COMPANY, INC 8049 West Chester Pike P O Box 946 Haverton Pennsylvania 19083, and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted

Further pursuant to any statute of any state territory, or district of the United States which makes provision therefor the Company hereon designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom, may be served any lawful process in any action suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or to a true copy thereof

This endorsement effective 12 01 A M July 7, 1977 policy No VG 26648 issued to ELIXIR INDUSTRIES ET AL

forms a part of

National Security Fire and Casualty Company

#### FINAL AUDIT ENDORSEMENT

In accordance with the audit provisions of this policy, it is agreed the final audit is hereby declared, as follows:

Audit Period	7/7/76 to 7/7/77
Auditable Gross Receipts	\$93,615,798
Rate per \$1,000 of Gross Receipts	x \$4 00
Earned Premium	\$374,463 00
Less Deposit Premium	\$244,000 00
Additional Premium Due Herewith	\$130,463 00*

* Premium
3% California State Tax
2% Stamping Fee

Total

by

\$130,463 00 3,913 89 260 93

\$134,637 82

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7

Autho dRp tt

This endorsement effective 12 01 A M JULY 7, 1976 VG 26648 issued to ELIXIR INDUSTRIES, ETAL

forms a part of

policy No

NATIONAL SECURITY FIRE AND CASUALTY COMPANY

## SURPLUS LINES ENDORSEMENT

IN COMPLIANCE WITH THE SURPLUS LINES REQUIREMENTS OF THE STATE OF CALIFORNIA, IT IS AGREED THE TOTAL PREMIUM IS AS FOLLOWS

	PREMIUM	\$244,000	00
	3% CALIFORNIA STATE TAX	7,320	00
	3% STAMPING FEE	732	00
-	TOTAL PREMIUM DUE	\$252,052	00

Auth ed R p ent t

7/7/76

This endorsement effective

ELIXIR INDUSTRIES

(12 0) A M standa d time)

forms a part of policy No

VG 26648

issued to

national security fire and casualty company

It is hereby understood and agreed that the Annual Minimum

Premium of \$244,000 is payable as follows:

\$ 97,600 At Inception \$ 100,000 = # 1341 7/27/76

73,200 On October 7, 1976 # 1421 10/5/76

73,200 on January 7, 1977 # 1455

97,600 00 + 3,220 80 YAX + FEE 73,200 00 2,415 60 + AV, FEE \$\frac{2}{15,615} \frac{60}{2}\$

# 1455 16

All other terms and conditions of this policy remain unchanged

____, (d' ____/VA_1KC+ +)

Author zed Representative + +

This endorsement effective 7/7/76
(12 01 A M standa d t me)

forms a part of policy No VG 26648

issued to

ELIXIR INDUSTRIES

NATIONAL SECURITY FIRE AND CASUALTY COMPANY

In consideration of the premium charged for this policy, it is understood and agreed the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of Bodily Injury, including death at any time resulting therefrom, sustained by one or more persons and for all damages, including damages for loss of use, arising out of injury to or destruction of property shall not exceed \$ 500,000 each person, \$ 500,000 each accident, and \$500,000 policy period aggregate

The inclusion herein of more than one insured shall not operate to increase the limit of the company's liability

All other terms and conditions of this policy remain unchanged

This endorsement effective

**7/7/76** (12 01 A M standard t me)

forms a part of policy No VG 26648

ssued to KLIXIR INUDSTRIES ETAL

by MATIONAL SECURITY FIRE AND CASUALTY COMPANY

In consideration of the premium charged it is hereby understood and agreed that coverage is included for completed operations of the Insured, which completed operations consist of repairs and/or maintenance of mobile homes and/or recreational vechiles having componet parts manufactured by the Insured.

All other terms and cond tions of this policy remain unchanged

----

Author zed Representative

This endorsement effective

by

7/7/76 (12 01 A M tanda d t me) forms a part of policy No VG-26648

issued to National Security Fire Insurance Co

NORTHEASTERN FIRE INSURANCE CO OF PA

1

It is hereby understood and agreed that Insuring Agreement
No 4, Extension Clause, is amended to show twenty-four (24)
months in liew of twelve (12) months

It is further understood and agreed that the last sentence of Insuring Agreement No 4, Extension Clause is amended to read:

"The premium for the extension period shall be 85 percent of the minimum annual premium for each twelve months of the extension period "

All other terms and conditions of this policy remain unchanged

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Author zed Rep esentati e

This endorsement effective

Ьy

7/7/76 (12 01 A M standa d time) forms a part of policy No VG-26648

issued to National Security Fire Insurance Co

NORTHEASTERN FIRE INSURANCE CO OF PA

4 12" x 31

It is hereby understood and agreed that Definition No. 3, Policy Territory, is amended to read as follows:

- 3 Policy Territory:
  - (a) The term "policy territory" shall mean the United States of America including its territories and possessions
  - (b) Anywhere in the world with respect to demages because of bodily injury or property demage arising out of a product which was sold for use or consumption within the territory described in paragraph (a) above, provided the original suit for such damages is brought within such territory.

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All other terms and conditions of this policy remain unchanged

Marin description

January J. C.

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GU 6784

#### **ENDORSEMENT**

This endorsement effective 7/7/76 standard t me)

forms a part of policy No VG 26648

issued to ELIXIR INDUSTRIES ETAL

HATIONAL SECURITY FIRE AND CABUALTY COMPANY

#### ATTORNEY FOR SERVICE OF PROCESS

PURSUANT TO ANY STATUTE OF ANY STATE, TERRITORY OR DISTRICT OF THE UNITED STATES, OR ANY LAWFUL ORDER, REGULATION OR RULE ISSUED TO ANY SUCH STATUTE, THE COMPANY HEREBY DESIGNATES

THE OFFICES OF THE GENERAL ADJUSTMENT BUREAU OF THE STATE OF CALIFORNIA

AS THEIR TRUE AND LAWFUL ATTORNEY UPON WHOM MAYBE SERVED BY LAWFUL PROCESS IN ANY ACTION, SUIT OR PROCEEDING INSTITUTED BY OR ON BEHALF OF THE ASSURED OR ANY BENEFICIARY HEREUNDER ARISING OUT OF THIS CONTRACT OF INSURANCE REMAIN UNCHANGED

All other terms and cond tions of this policy remain unchanged SOS- GAB-CA (7/76)

Autho ed Rep esentat e

#### CERTIFICATE OF INSURANCE

This is to Certify that policies in the name of

N/MED I URED and ADDRESS ELIXIR INDUSTRIES, ETAL 17809 SOUTH BROADWAY GARDENA, CALIFORNIA 90248

THIS CERTIFICATE OF ITSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

re in force at the d te hereof as follows

- KIND OF Insurance	POLICY NUI'BER		LICY RIOD	LIMITS				
OPHIEN'S CO PENSATION		Eff	-	Vorkme	en s Compe	nsation Ins		STATUTORY
AND EN PLOYERS LIABILITY		Exp		Employ	ers Liabilit	y Ins	2	
					BODILY	INJURY		PROPERTY DAMAGE
CO FREHEI SIVE GENERAL		Eff		\$	00	O Each occurrence	\$	000 Each occurrence
II BILITY		Exp		\$	00	0 Aggregate	\$	000 Aggregate
1 4 'UFACTURERS AND		Eff		\$	00	O Each occurrence	\$	000 E ch occurrence
CONTRACTORS LIABILITY		Exp		<u> </u>			\$	000 Aggregate
OY'NEPS LANDLORDS		Eff		\$	00	0 Each occurrence	\$	000 F ch occurrence
AND TELAKTS LIABILITY		Exp		_l			\$	000 Acsreg tet
CC (TRACTUAL		Ett		\$	00	O Each occurr nce	\$	000 Each occurrence
LIABILITY		Exp					\$	000 Ag reg te
AUTOL OBILE LIABILITY				)			)	
' Cwred Actorrobiles		Eff		(\$	00	O Each person	(\$	000 Ez hoccur ence
Hired Automobiles		Ęхр		(\$	00	O Each occurrence	(	
Non Ow ed Automobiles							<u> </u>	
O: RShaMSINE AUTO		Eff		\$	00	O E ch person	\$	000 E hoccurrer e
OBILE LIMBILITY		Exp		\$	00	O Each occurrence	_	
OInER PRODUCTS/	06640		7-76	1			1_	
COMPLETED	VG 26648	Exp 7-	-7-77	\$50	0,000	COMBIN	ĘD	SINGLE LIMIT
OPERATIONS				_1			1	

τ ε e not ppic ble if C ers. Lindlords ind Teninis I littly Insurance excludes structural altriations new construction and dimolition

In the limit of line in or concellation of said policies, the undersigned company villien eavor to give viritien notice to the party to whom this certificate is a sed but failure to give such notice, hall impose no obligition nor liability up in the company.

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weed NOVEMBER 30, 1976

CASUALTY COMPANY

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Casualty to /yn26o48 /77 Term: 1 year	(rg)
the above property Please advise if	
ficate of Insurance sement, Other	
ELL McKINLEY & ASSOCIATE	es, inc
IRE PLACE, SUITE 400 · LOS ANGELES CAL 385-6204	IF 90005
	the above property Please advise if ficate of Insurance sement,  Other  ELL McKINLEY & ASSOCIATE IRE PLACE, SUITE 400 · LOS ANGELES CAL

#### CERTIFICATE OF INSURANCE

This is to Certify that policies in the name of

NAMED INSURED and ADDRESS

ELIXIR INDUSTRIES, ET AL 17809 SOUTH BROADWAY GARDENA, CALIFORNIA 90248

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

are in force at the date hereof as follows

- KIND OF - insurance	POLICY - NUMBER	POLICY PERIOD	LIM			
WORKMEN S COMPENSATION		Eff	Workmen's C	Compensation Ins		STATUTORY
AND EMPLOYERS LIABILITY		Exp	Employers l	iability lns	S	
		-1	BO	DILY INJURY		PROPERTY DAMAGE
COMPREHENSIVE GENERAL		Eff	\$	000 Each occurrence	\$	000 Each occurrence
LIABILITY		Exp	s	000 Aggregate	\$	000 Aggregate
MANUFACTURERS AND		Eff	\$	000 Each occurrence	\$	000 Each occurrence
CONTRACTORS LIABILITY		Exp			\$	000 Aggregate
OWNERS LANDLORDS		Eff	\$	000 Each occurrence	\$	000 Each occurrence
AND TENANTS LIABILITY		Exp			\$	000 Aggregate †
CONTRACTUAL		Eff	\$	000 Each occurrence	\$	000 Each occurrence
LIABILITY		Exp	<u> </u>		\$	000 Aggregate
AUTOMOBILE LIABILITY		1	)		)	
Owned Automobiles		Eff	(\$	000 Each person	(\$	00G Each occurrence
Hired Automobiles		Exp	(\$	000 Each occurrence	:(	
Non Owned Automobiles			_!		<u> </u>	
COMPREHENSIVE AUTO		Eff	\$	000 Each person	\$	000 Each occurrence
MOBILE LIABILITY		Ехр	\$	000 Each occurrence	4_	
OTHER PRODUCTS/		Eff 7-7-76	[			
COMPLETED OPERATIONS	VG 26648	Exp 7-7-77	\$500,0	000 COMBINI	P	SINGLE LIMIT

¹ Aggregate not applicable if Owners Landlords and Tenants Liability Insurance excludes structural alterations new construction and demolition

In the event of any material change in or cancellation of said policies the undersigned company will endeavor to give written notice to the party to whom this certificate is issued but failure to give such notice shall impose no obligation nor liability upon the company

Dated APRIL 26, 1977

Name of

Company NATIONAL SECURITY FIRE AND

CERTIFICATE ISSUED TO

- ROCKWOOD INC

O BOX 299

NAME and ADDRESS MILLERSBURG, INDIANA

	INSURANCE SHOWNING MORTGAGEE I	NTEREST	Dates	4-29-77	No. 8007
	Owner Elixif Industries etal				
	Property:				
	Company and Policy No : Jational S Amount: Effects	Security Fire & Cas ve Date 7 7 76/77	ualty Co 🗸 🏄 Ten	7G26648 ^{n:} 1 year	(rg)
	The enclosure checked below protects any corrections are necessary	your interest in the a	bove property	Please advise if	
	Enclosd   Original Policy,   Renewal Cert	tl Policy, 🔀 Certificate ificate, 🗌 Endorsemen			
	Transcoach	TRAMMELL	McKINLEY	& ASSOCIATI	ES, INC
TO	9134 Independence AVe	680 WILSHIRE PL	ACE, SUITE 400	LOS ANGELES CA	LIF 90005
	Chatsworth Calif 91311 -		385-62	204	
	<u> </u>				
-					

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## CERTIFICATE OF INSURANCE

This is to Certify that policies in the name of

	·-
NAMED	ELIXIR INDUSTRIES, ET AL
INSURED	17809 SOUTH BROADWAY
and ADDRESS	GARDENA, CALIFORNIA 90248

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

are in force at the date hereof as follows

KIND OF Insurance	POLICY NUMBER	POLICY PERIOD	LIMITS			
WORKMEN'S COMPENSATION		Eff	Workmen's Compensation In	2	STATUTORY	
AND EMPLOYERS LIABILITY		Exp	Employers Liability Ins	S		
			BODILY INJURY		PROPERTY DAMAGE	
COMPREHENSIVE GENERAL		Eff	\$ 000 Each oc	currence \$	000 Each occurrence	
LIABILITY		Exp	\$ 000 Aggrega	te \$	000 Aggregate	
MANUFACTURERS AND		Eff	\$ 000 Each oc	currence \$	000 Each occurrence	
CONTRACTORS LIABILITY		Exp		\$	000 Aggregate	
OWNERS LANDLORDS		Eff	\$ 000 Each oc	currence \$	000 Each occurrence	
AND TENANTS LIABILITY		Exp		<u> </u>	000 Aggregate t	
CONTRACTUAL		Eff	\$ 000 Each oc	currence \$	000 Each occurrence	
LIABILITY		Ехр		\$	000 Aggregate	
AUTOMOBILE LIABILITY			}	}		
Owned Automobiles		Eff	(\$ 000 Each pe	rson (\$	000 Each occurrence	
Hired Automobiles		}Exp	(\$ 000 Each oc	currence (		
Non Owned Automobiles						
COMPREHENSIVE AUTO		Eff	\$ 000 Each pe	rson \$	000 Each occurrence	
MOBILE LIABILITY		Ехр	\$ 000 Each oc	currence		
OTHER PRODUCTS/		Eff 7-7-76			·— ·— · <del>2</del>	
COMPLETED	VG 26648	Exp 7-7-77	\$500,000 CO	ABINED	SINGLE LIMIT	
OPERATIONS						

[†] Aggregate not applicable if Owners Landlords and Tenants Liability Insurance excludes structural alterations new construction and demolition

In the event of any material change in or cancellation of said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company

Dated APRIL 26, 1977

Name of

NATIONAL SECURITY FIRE AND

CASUALTY COMPANY

CERTIFICATE ISSUED TO

--- TRANSCOACH

' 9134 INDEPENDENCE AVENUE

CHATSWORTH, CALIFORNIA 91311

NAME and ADDRESS

farch 1 1977

Re licy #VG26648 oducts Liability

Gentlemen

Enclosed please find your copies of the Certificates of Insurance we issueed to the following Paradise Products Inc

B & M Automotive Products

Sears, Roebuck and Co

These are for your records _

Thank you Rosemary Garcia

Flixir Industries etal 1780\$ South Broadway Gardena, California 90248 TRAMMELL MCKIMLEY & ASSOCIATES INC.
INSURANCE
680 WILSHIRE PLACE
LOS ANGELES CALIFORNIA 90005
PHONE: 385-6204

#### CERTIFICATE OF INSURANCE

This is to Certify	that policies	ın	the	name	of
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	_	-		
NAMED	1	ELIXIR INDUSTRIES, E	T	AL
INSURED		17809 SOUTH BROADWAY	?	
and ADDRESS		GARDENA, CALIFORNIA	9	0248
	,			

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

are in force at the date hereof as follows

KIND OF - INSURANCE	_POLICY NUMBER	POLICY PERIOD	LIMITS			
WORKIERIE COMPENSATION		Eff	Workmen's Compensation Ins.	STATUTORY		
WORKMEN'S COMPENSATION AND EMPLOYERS LIABILITY		Exp	Employers Liability Ins	\$		
			BODILY INJURY	PROPERTY DAMAGE		
COMPREHENSIVE GENERAL		Eff	\$ 000 Each occurrence	\$ 000 Each occurrence		
LIABILITY		Exp	\$ 000 Aggregate	\$ 000 Aggregate		
MANUFACTURERS AND		Eff	\$ 000 Each occurrence	\$ 000 Each occurrence		
CONTRACTORS LIABILITY		Ехр		\$ 000 Aggregate		
OWNERS LANDLORDS		EH	\$ 000 Each occurrence	\$ 000 Each occurrence		
AND TENANTS LIABILITY		Exp		\$ 000 Aggregate t		
CONTRACTUAL		Eff	\$ 000 Each occurrence	\$ 000 Each occurrence		
LIABILITY		Ехр		\$ 000 Aggregate		
AUTOMOBILE LIABILITY			)	)		
Owned Automobiles		Eff	(\$ 000 Each person	(\$ 000 Each occurrence		
Hired Automobiles		Exp	(\$ 000 Each occurrence	! <b>(</b>		
Non Owned Automobiles	 			1		
COMPREHENSIVE AUTO		Eff	\$ 000 Each person	\$ 000 Each occurrence		
MOBILE LIABILITY		Exp	\$ 000 Each occurrence	ol		
OTHER PRODUCTS/		Eff 7-7-76	1	<b>\</b>		
COMPLETED	VG 26648	Exp 7-7-77	\$500,000 COMBIN	RD SINGLE LIMIT		
OPERATIONS	<u> </u>			.1		

t Aggregate not applicable if Owners' Landlords and Tenants Liability Insurance excludes structural alterations new construction and demolition

In the event of any material change in or cancellation of said policies the undersigned company will endeavor to give written notice to the party to whom this certificate is issued but failure to give such notice shall impose no obligation nor liability upon the company

Dated FEBRUARY 25, 1977

Name of Company NATIONAL SECURITY FIRE AND CASUALTY COMPANY

AUTHORIZED REPRESENTATIVE

CERTI	FICA	TE	ISSU	ED	TO
-------	------	----	------	----	----

PARADISE PRODUCTS, INC
P O BOX 568

NAME EL CERRITO, CALIFORNIA 94530

and ADDRESS

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## 6

## CERTIFICATE OF INSURANCE

This	is 1	'n	Certify	that	policies	10	the	name	οf
11113	13 1		ULILII	LIIGL	DOLLCIES	***	LIIC	Hallic	v

NAMED	ELIXIR INDUSTRIES, ET AL
INSURED	17809 SOUTH BROADWAY
and AODRESS	GARDENA, CALIFORNIA 90248

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

are in force at the date hereof as follows

KIND OF - INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS			
WORKMEN'S COMPENSATION		Eff Exp	Workmen's Compensation Ins.  Employers Liability Ins.		STATUTORY	
AND EMPLOYERS LIABILITY			Linkoleis Ciannity ins.			
			BODILY INJURY		PROPERTY DAMAGE	
COMPREHENSIVE GENERAL		Eff	\$ 000 Each occurrence	e \$	000 Each occurrence	
LIABILITY		Exp	\$ 000 Aggregate	\$	000 Aggregate	
MANUFACTURERS AND		Eff	\$ 000 Each occurrence	e \$	000 Each occurrence	
CONTRACTORS LIABILITY		Ехр		\$	000 Aggregate	
OWNERS LANDLORDS		Eff	\$ 000 Each occurrent	e S	000 Each occurrence	
AND TENANTS LIABILITY		Ехр		\$	000 Aggregate t	
CONTRACTUAL		Eff	\$ 000 Each occurrent	:e \$	000 Each occurrence	
LIABILITY		Exp		\$	000 Aggregate	
AUTOMOBILE LIABILITY		1		)		
Owned Automobiles		Eff	(\$ 000 Each person	(\$	00G Each occurrence	
Hired Automobiles		Exp	(\$ 000 Each occurrent	:e (		
Non Owned Automobiles						
COMPREHENSIVE AUTO		Eff	\$ 000 Each person	\$	000 Each occurrence	
MOBILE LIABILITY		Exp	\$ 000 Each occurren	:е		
OTHER PRODUCTS/		Eff 7-7-76		-		
COMPLETED	VG 26648	Exp 7-7-77	\$500,000 COMBI	nŧd	SINGLE LIMIT	
OPERATIONS						

[†] Aggregate not applicable if Owners Landlords and Tenants Liability Insurance excludes structural alterations new construction and demolition

CHATSWORTH, CALIFORNIA 91311

In the event of any material change in or cancellation of said policies the undersigned company will endeavor to give written notice to the party to whom this certificate is issued but failure to give such notice shall impose no obligation nor liability upon the company

Dated FEBRUARY 25, 1977

Name of Company NATIONAL SECURITY FIRE AND CASUALTY COMPANY

CERTIFICATE ISSUED TO

B & M AUTOMOTIVE PRODUCTS

9152 INDEPENDENCE AVENUE

NAME and ADDRESS

____

## CERTIFICATE OF INSURANCE

This is to Certify :	that	policies	ın	the	name	(
This is to Certify :	that	policies	ın	the	name	

NAMED INSURED	 ELIXIR INDUSTRIES, ET AL 17809 SOUTH BROADWAY	
and ADDRESS	GARDENA, CALIFORNIA 90248	

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN

are in force at the date hereof as follows

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LI		
WORKMEN'S COMPENSATION		Eff Exp	Workmen's Compensation Ins Employers Liability Ins.	\$	STATUTORY
AND EMPLOYERS LIABILITY				L	
			BODILY INJURY	_L_	PROPERTY DAMAGE
COMPREHENSIVE GENERAL		Eff	\$ 000 Each occurrent	e \$	000 Each occurrence
LIABILITY		Exp	\$ 000 Aggregate	\$_	000 Aggregate
MANUFACTURERS AND		Eff	\$ 000 Each occurrent	e \$	000 Each occurrence
CONTRACTORS LIABILITY		Ехр		\$_	000 Aggregate
OWNERS LANDLORDS		Eff	\$ 000 Each occurrent	e \$	000 Each occurrence
AND TENANTS LIABILITY		Exp		\$	000 Aggregate t
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OPERATIONS					

t Aggregate not applicable if Owners Landlords and Tenants Liability Insurance excludes structural alterations new construction and demolition

In the event of any material change in or cancellation of said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company

Dated FEBRUARY 25, 1977

Name of Company

NATIONAL SECURITY FIRE AND CASUALTY COMPANY

AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO
SEARS, ROEBUCK AND CO
SEARS TOWER
NAME CHICAGO, ILLINOIS 60684
ADDRESS

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# CEF IFICATE OF INSURA ,CE

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# CEF IFICATE OF INSURA LE

The insurance afforded is only with respect to such of the following Parts  CY  KIND OF POLICY	designat	ted by an X	ın 🔀			
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ADDITIONAL PREMIUM, AT AUDIT

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LIABILITY

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## **ADDITIONAL INSURED**

(Vendors-Broad Form)

This endorsement modifies such insurance as is afforded by the plovisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement effective

7-1-74

forms a part of policy No

GA7710499

(12 Ot A M standard time 3 -

issued to

Elixir Industries, Atomic Disposer Corp, etal

by AcquibGulf Insurance Company

Name of Vendor(s) r Hauser Co and B & Leasing, a wholly owned, subsidiary

P O Box 537; Peoria,

It is agreed that the Persons Insured provision is amended to include any person or organization designated above there in referred to as ivendor to as an insured but only with respect to no stribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional plov lons

- 1 The insurance with respect to the vendor does not apply to
  - (a) any express warranty unauthor zed by the named insured

  - (b) bodily injury or property damage arising out of
    - (ii) repacking unless unpacked sole y for the purpose of inspection componstration, lesting or the substitution of
    - the manufacturer and then repacked in the original container

      (iii) demonstration installation servicing or repair operations except such operation the sale of the product of the product of the products which aft is distribution or sale by the hamed insured have been about
  - any other thing or substance by or for the yend

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## CERTIFICATE OF INSURANCE

Certificate iss	ued to	Name and addre	ss of Insured			
C & M Bro		Elixir Industries 17809 South Broadway Gardena, CA 90248				
	ightning	Sprinkler Leakige 'all-rish'  50,000 limit ted States and		ctible applying to		
Policy Number	Insui ei	I cim I rom Fo	( over ise & Loc itions	Amount of Insurance		
Cr502384 5P3272108 5F101727	American Bankers Central National Ins	8-1-74/77 8-1-75/77 8-1-75/77		50% 33 1/3% 16 2/3%		
BI —BI R —Re	inket insul ince porting form— imount of ins win is limit of liability for all	P —Pudding (s)  I I —Budding (s) & I c  L —L quipment  I S —I quipment & St  S —Stock	juipment 2- 3- ock 4-	-I oc ition #1 -I oc ition #2 -Loc ition #3 -Location #4 -All locations		
Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Phyrible Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies contain clause indicated above Loss if any phyrible to the party to whom this Certificate is issued unless otherwise noted below						
		t und cover only in a		nc policy terms -15-76, –		

IHIS (I RIHI ICATE IS FOR INFORMATION ONLY II IS NOT A CONTRACT OF INSURANCE BUT AFTI STS THAT A POLICY AS NUMBI RLD HI RITH AND AS IT STANDS AT THE DATE OF THIS CLRIFF CALL HAS BLEN ISSULD BY THE INSURLR

(FIRM AND ADDRES )

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## CERTIFICATE OF INSURANCE

Certificate issi	ued to	Name and addres		-
Jack C		l l	stries, Inc	
	wood Drive CA 93030 $\int \int \int \int \int \int \int \int \int \int \int \int \int \int \int \int \int \int \int$	17809 So I Gardena, CA	Broadway A 90248	1777
Oxnard,	CA 93030 //	Gardena, Ca	1 30240	(1)
Perils insured	against		San anadeduc	tible applying to
Tire and Li		] Sprinkler Leikige		laims other
☐ I xtended C		"allerisk" incl	Luding than	earthquake,
☐ V indalism	& Malicious Mischief	earthquake & fl	lood which	is \$500,000
Location of pi	operty covered			
(1) 1777	0-80 Rowland Street, C	ity of Industry,	, CA	
(2)	·			
(3)				
Policy	Insurer	I eı m	(overage &	Amount of
Number		I tom To	Locations	Insui ince
	1 City 1 C'			\$534,000
CF502384	Signal Ins Co	8-1-74/77	B # 1	50%
ĺ	-	0 1 75/77	D # 7	33 1/33
SP327710	8 American Bankers	8-1-75/77	B # 1	33 1/36
SF101727	Central National	J-1-75/77	B # 1	33 1/3
} '	Ins Co of Omaha			
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c incell i	tion is received by lender)	icy continues in force 1	o ditys filter wri	tten notice of
Other p	nyee clause (copy attached to this	Certific ite)		
Policies cor	nt un cliuse indicited above Loss	s if any payable to the	puty to whom t	his Certific ite
is issued u	nless otherwise noted below			
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I certify th	it the above described policies exi	st und cover only in ic	cordince with th	e policy terms
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(S	IGNATURE) W1	chire The - Agy		-31-76 _jr
		Nilshire Pl. Angeles, CA		
	(гія	M AND ADDRESS)		

THIS CLRIFFICATE IS FOR INFORMATION ONLY IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN AND AS IT STANDS AT THE DATE OF THIS CLRIFFICATE HAS BEEN ISSUED BY THE INSURER

## CERTIFICATE OF INSURANCE

	ales Co , Inc Randolph St	Nume and address of Insured Elixir Industries 17809 So Broadway Gardena, CA 90248				
Perils insured  I re and I i  I stended C  V and dism	ghtning	XX Al	nlkı leikige 1-risk inclu rthquake & f	ding	all than	ctible upplying to claims other earthquake, h is \$500,00
	operty covered  Van Couver Way, Vand	couve	r, Washingto	n		
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CF502384	Signal Insurance Co	8-	1-74/77	s	# 1	\$1,500,000 50%
SP3272108	American Bankers	8-	1-75/77	S	# 1	33 1/3%
Being Issued	Aetna Insurance Co	8-	1-75/77	s	<b># 1</b>	16 2/3%
			,			
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THIS CIRTHICATE IS FOR INFORMATION ONLY THIS NOT A CONTRACT OF INSURANCE THE ATTESTS THAT A POLICY AS NUMPERED HEREIN AND AS HISTANDS AT THE DATE OF THIS CERTIFICATE HAS BLEN ISSUED BY THE INSURER

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99 Oct 1968

- CER	TIFICATE OF	INSURANCE		
TO Commercial Credit Industrial Corp Insurance Department 30803 Little Mack Avenue Roseville Michigan 48066				
reosevine intelligan 10000	^			
	INDUSTRIES	INC.		
We provide coverage to ELIXIR	INDUSTRIES	Name of Insured		
of 17809 South Broadway, Gar	rdena Cali	Forma 00249		
of Street	ruena, Call	City [	State State	<u> </u>
and Commercial Credit Industrial Corp its	successors and as:		~ A.	
MENT ATTACHED)	* * * * * * * * * * * * * * * * * * *	A STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STA	The state of	· ()
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	ription of Physical or Which This Cer	Damage Insurance tificate Is Issued	Section 1	* # # # # # # # # # # # # # # # # # # #
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		Los Angeles (	A 90013	
		MULDOO & ADI	IAMSIMING.	1

9-18-74

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Lenders cancella Other particles Control Dollars Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Control Contr	gee Clause (requires 10 day writts: Loss Payable Endorsement (potion is received by lender) ayee clause (copy attached to this itain clause indicated above Los nless otherwise noted below  Lent out by Elipur	olicy co s Certi ss if a	ontinues in force 10 ficate)	) days after wr	
I certify the	at the above described policies ex	ust an	d cover only in acc	cordance with th	ne policy terms
(S	SIGNATURE)	/	/ faidles	<u> </u>	8-6-74 (DATE)
ATTESTS THA	CATE IS FOR INFORMATION AT A POLICY AS NUMBERED HAS BEEN ISSUED BY THE	ONL HEF	EIN AND AS IT		

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## CERTIFICATE OF INSURANCE

Fire and Li Extended (		Sprinkler Leakage	2,500. deduc	ctible applying to
Location of pi (1) (2) (3) (4)	operty covered L5 Laurel Park Road, C	Carson, CA		
Policy Number	Insurer	Term To	Coverage & Locations	Amount of Insurance
F502384	Signal Insurance Co	8-1-74/77		12,000,000
BL—Bla R —Rej sho	ecific insurance inket insurance porting form—amount of ins wn is limit of liability for ill tributing insurance	B —Building(s) BE—Building(s) & Equ Γ —Equipment IS—I quipment & Stock	npment 2- 3- ck 4-	-Location #1 -Location #2 -Loc ition #3 -Locition #4 -All locations
Lenders cancella Other p Policies coi	gee Clause (requires 10 day writts Loss Payable Endorsement (potion is received by lender) ayee clause (copy attached to this natural clause indicated above Los nless otherwise noted below	olicy continues in force 10 s Certificate) ss if any payable to the	O days after wr	this Certificate

THIS CERTIFICATE IS FOR INFORMATION ONLY IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE HAS BEEN ISSUED BY THE INSURER

S.

### CERTIFICATE OF INSURANCE

Certificate issi	ued to	Name and address	ss of Insured				
New Elm,	erchant Bank Minnesota 56073	17809 South	Elixir Industries, Inc. 17809 South Broadway Gardena, CA 90248				
Attn: Mr	. George Volv						
Perils insured against  X Fire and Lightning  Extended Coverage  Vandalism & Malicious Mischief  \$2,500. deductible explains to \$2,500.							
Location of property covered  (1) New Him, Minnesota 2104 N Broadcasy (2) Ulm (3) (4)							
Policy Number	Insuter	Term From To	Coverage & Locations	Amount of Insurance			
CF502384	Signal Insurance Co	8-1-74/77	B # 1	\$12,000,000			
Legend  SP—Specific insurance  B—Building(s)  BL—Blanket insurance  BE—Building(s) & Equipment  R—Reporting form—amount of ins  shown is limit of liability for all  contributing insurance  B—Building(s) & Equipment  C—Equipment  CS—Equipment  CS—Lquipment & Stock  4—Location #4  A—All locations							
Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies contain clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below							
I certify tha	at the above described policies exis	t and cover only in a	ccordance with th	ne policy terms			
(S	IGNATURE)	(TITLE)	8	-6-74 (DATE)			

(FIRM AND ADDRESS)

THIS CERTIFICATE IS FOR INFORMATION ONLY IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS  $\Gamma$ HAT A POLICY AS NUMBERED HEREIN AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE HAS BEEN ISSUED BY THE INSURER

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Certificate issued to Union State Bank Lancaster, Wisconsin 53813 Attn: Mr W R Sonnenberg	Name and address of Insured Elixir Industries, Inc 17809 South Broadway Gardena, CA 90248					
Perils insured against    X   Fire and Lightning     X   Extended Coverage     X   Vandalism & Malicious Mischief	Sprinkler Leakage	\$ 2,500 deduc	ctible <b>xxxixxxx</b>			
Location of property covered  (1) Lancaster, Wisconsin (2) (3) (4)	Leghway 61 N	Poz¥h				
Policy Insurer Number	Teim From To	Coverage & Locations	Amount of Insurance			
CF502384 Signal Insurance Co	9-1-74/77	B # 1.	\$12,000,000			
Legend SP—Specific insurance BL—Blanket insurance R—Reporting form—amount of ins shown is limit of liability for all contributing insurance	B —Building(s) BE—Building(s) & Equ E —Equipment ES —Equipment & Sto S —Stock	upment 2– 3– ck 4–	Location #1 Location #2 Location #3 Location #4 All locations			
<ul> <li>Mortgagee Clause (requires 10 day writted Lenders Loss Payable Endorsement (pocancellation is received by lender)</li> <li>Other payee clause (copy attached to this Policies contain clause indicated above Los is issued unless otherwise noted below</li> </ul>	olicy continues in force 19 s Certificate)	0 days after wr				
I certify that the above described policies ex	cist and cover only in ac	cordance with th	ne policy terms			
(SIGNATURE)	(TITLÉ)		8-6-74 (DATE)			

(FIRM AND ADDRESS)

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## CERTIFICATE OF INSURANCE

Certificate issi	ued to	Name and address	Name and address of Insured			
	daho First National Bank oise, Idaho 83702 Elixir Industries, Inc. 17809 South Broadway Gardena, CA 90248					
Perils insured against  K Fire and Lightning Extended Coverage Vandalism & Malicious Mischief  \$ 2,500 deductible applying to the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of						
Location of property covered (1) Franklin and Eagle Road, Meridian, Idaho (2) (3) (4)						
Policy Number	Insurer	Term From To	Coverage & Locations	Amount of Insurance		
CF502384	Signal Insurance Co	8-1-74/77	B # 1	12,000,000.		
Legend  SP—Specific insurance  B—Building(s)  BL—Blanket insurance  R—Reporting form—amount of ins  shown is limit of liability for all  contributing insurance  S—Building(s) & Equipment  E—Equipment  S—Equipment  S—Location #3  4—Location #4  4—Location #4  S—Stock  S—Stock  A—All locations						
Moitgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies contain clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below						
I certify tha	at the above described policies exis	t and cover only in ac	ccordance with th	ne policy terms		
			8-	-6-74		
(S	IGNATURE)	(TITLE)		(DATE)		

(FIRM AND ADDRESS)

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99 Oct 1968

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STANDARD FORMS BUREAU FORM 99 /Oct 1968)

# CENTIFICATE OF INSURANCE

Certificate iss	ued to	Name and addr	ess of Insured		
8 Penn Squ	cional Bank nare , Pennsylvania 17602	Elixir Indu 17809 South Gardena, CA			
Perils insured Tire and Li Extended C Vandalism	ghtning	] Sprinkler Leakage	\$2,500 deduc	ctible <b>3000 medy</b>	
	operty covered 181 Harrisburg Avenue,	Lancaster, Per	nnsylvania		
Policy Number	Insurer	Term T	Coverage & Locations	Amount of Insurance	
CF502384	Signal Insurance Co	8-1-74/77	B # 1 \$	12,000,000.	
Legend  SP—Specific insurance  BL—Blanket insurance  R—Reporting form—amount of ins shown is limit of liability for all contributing insurance  SP—Specific insurance  B—Building(s) & Equipment  E—Equipment  E—Equipment  ES—Equipment & Stock  4—Location #4  S—Stock  A—All locations					
Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies contain clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below					
I certify that	at the above described policies exi	st and cover only in	accordance with th	ne policy terms	
(S	(IGNATURE)	// (TITLE) ~		6-74	

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THIS CERTIFICATE IS FOR INFORMATION ONLY IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE HAS BEEN ISSUED BY THE INSURER

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99 Oct 1968

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STANDARD FORMS BUREAU FORM-19 (Oct 1968)

ERTIFICATE OF INSURANCE

Certificate iss	ued to			Name and	addres	s of I	Insure	ed	
City of Chetopa Chetopa, Kansas 67336 Elixir Industries, Inc 17809 South Broadway Gardena, CA 90248									
Perils insured against  Fire and Lightning  Extended Coverage  Vandalism & Malicious Mischief  \$2,500.* deductible, applying to xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx									
Location of property covered (1) Highway 59, Chetopa, Kansas (2) (3) (4)									
Policy Number		Insurer	Fr	Term om	То		overa Locat		Amount of Insurance
CF502384	Signal	Insurance Co	8-	1-74/77		В	<b>‡</b> 1		\$12,000,000
1									
Legend  SP—Specific insurance  B—Building(s)  BL—Blanket insurance  BE—Building(s) & Equipment  R—Reporting form—amount of ins  shown is limit of liability for all  contributing insurance  S—Stock  D—Location #1  2—Location #2  3—Location #3  4—Location #4  4—Location #4  A—All locations									
Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies contain clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below									
I certify th	at the abo	ve described policies ex	kıst an	d cover only	ın ac	corda	ance	with th	he policy terms
					_	)			
(5	IGNATURE)			(TITLE)				8-	-6-(JA E)
(FIRM AND ADDRESS)									

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SIANDARD FORMS BUREAU FORM 99/(Oct 1968)

## CL (TIFICATE OF INSURANCE

Certificate issued to	Name and addre	Name and address of Insured				
Fitzgerald Federal Savings & Loan Association P O Box 36 301 West Central Avenue Fitzgerald, Georgia 31750	Elixir Industries, Inc. 17809 South Broadway Gardena, CA 90248					
Perils insured against    Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage						
Location of property covered (1) Washington Street, Fitzgerald, Georgia (2) (3) (4)						
Policy Insurer Number	Term To	Coverage & Amount of Locations Insurance				
CF502384 Signal Insurance Co	8-1-74/77	B # 1 \$12,000,000				
I						
Legend SP—Specific insurance BL—Blanket insurance R—Reporting form—amount of ins shown is limit of liability for all contributing insurance	B —Building(s) BE—Building(s) & Eq E —Equipment ES —Equipment & Story S —Stock	3—Location #3				
Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)  Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)  Other payee clause (copy attached to this Certificate)  Policies cont iin clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below						
I certify that the above described policies exi	st and cover only in a	ccordance with the policy terms				
(SIGNATURE)	(TITLE)	8-6-74 (DATE)				

(FIRM AND ADDRESS)

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# SIANDARD FORMS BUREAU FO 99 (Oct 1968) AMENDED CERTIFICATE OF INSURANCE

Certificate iss	ued to	Name and addres	s of Insured				
P O Box	Bancshares of the South 10566 um, Alabama 35296	, Inc Elixir : 17809 So Gardena	_	Inc.			
Attn St	ephen C White						
X Fire and Li X Extended (	Per ils insured against    Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage   Sprinkler Leakage						
Location of property covered  (1) U S Highway 92 Alternate, Tuscambia, Alabama (2) (3) (4)							
Policy Number	Insurer	Term To	Coverage & Locations	Amount of Insurance			
CF507384	Signal Insurance Co	8-1-74/77	BE # 1	\$12,000,000			
Libend  SP—Specific insurance  B—Building(s)  BL—Blanket insurance  BE—Building(s) & Equipment  R—Reporting for m—amount of ins  shown is limit of liability for all  contributing insurance  S—Stock  LS—Equipment & Stock  4—Location #4  A—All locations							
<ul> <li>Mortgagee Clause (requires 10 day written notice of cancellation to mortgagee)</li> <li>Lenders Loss Payable Endorsement (policy continues in force 10 days after written notice of cancellation is received by lender)</li> <li>Other payee clause (copy attached to this Certificate)</li> <li>Policies contain clause indicated above Loss if any payable to the party to whom this Certificate is issued unless otherwise noted below</li> </ul>							
I certify that the above described policies exist and cover only in accordance with the policy terms							
		×/		6-74			
(S	IGNATURE)	(TITLE)		(DÄTE)			

(FIRM AND ADDRESS)

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### **C_RTIFICATE OF INSURANCE**

Certificate issi	and to	Name and address	ss of Insured	
ľ	ank of Alabama, N A	Elixir Industries, Inc		
PO Box	1467	17809 So	Broadway	,
De Cantue	, Alabama 35601	Gardena, C.	A 90248 /	
Attn St	even C White			
Perils insured			\$ 2,500 deduc	tible zaplywążą
Fire and Li		orınkler Leakage		
Extended C	& Malicious Mischief			
		<u></u>		
Location of pi (1) U C (2)	operty covered Fighway 92 Alternate, T	uscumbia, Ala	bama	
(3)		/		
(4)		/		
Policy		7 ci m	Coverage &	Amount of
Number	Insurer I	Trom To	Locations	Insurance
CF502384	Signal Insurance Co 8	1-1-74/77	BE # 1	12,000,000
		\ /		ĺ
[				
		X		
7 12			<u> </u>	
Legend SP—Spe	ecific insurance	-Building(s)	1-	-Location #1
BL-Bla	inket insurance / BI	E—Building(s) & Co	juipment 2–	-Location #2
	porting form—amount of ins / E win is limit of liability for all / Es	—Equipment \ S —Equipment & St		-Location #3 -Location #4
		—Stock		-Location #4 -All locations
ļ			<del></del>	
Lenders	gee Cl luse (requiles 10 day vritten n Loss Payable Endorsement (policy tion is received by lender)	continues in force	to moltgagee) 10 days after wr	tten notice of
1	ayee clause (copy attached to this Cer	rtificate)		
Policies cor is issued u	ntain clause indicated above Loss if nless otherwise noted below	any payable to th	e party to whom t	his Certificate
	/			
I certify that	at the above described policies exist	and cover only in a	ccordance with th	e policy terms
	/			
		· · · · · · · · · · · · · · · · · · ·	8	-6-74
(5	IGNATURE)	(TITLE)		(DATE)
	(FIRM A	ND ADDRESS)		
	(			

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99 Oct 1)68

### CERTIFICATE OF INSURANCE

Ins Sec PO Box 2	ued to L Insurance Company , Real Estate Ins Ser 2314, Terminal Annex es, CA 90051	Nume and address Flixir Indus rv 17809 S Broand Jerry Ra 3250 Abalone	str <b>ė</b> es, Inc padway, Gar apport	dena, CA
Perils insured Tire and I Lxtended (	ightning	Ma Sprinkle Ieikige □ □	\$2,500 ded	uctible <b>xixixixxxio</b>
	operty covered  9 East Harcourt, Compt  Loan No 2-2165567			
Policy Number	Insuler	Γeim Γιοm Ιο	Coverage & Locations	Amount of Insurance
CF502384	Signal Insurance Co	8-1-74/77	B # 1	\$12,000,000.
BL—Bla R —Rep Sho	ecific insurance inket insulance polling folm—amount of ins own is limit of liability for all tributing insulance	B —Building(s) BL—Building(s) & Eq I —Lquipment I S —I quipment & Ste S —Stock	uipment 2 3 ock 4	—Location #1 —Location #2 —Location #3 —Location #4 —All locations
I enders cancell a Other p. Policies cor is issued uthis Comparaterial epolicy, to	Lee Chuse (requires 10 day write Loss Phyable Endorsement (potion is received by lender) ayee clause (copy attached to the stain clause indicated above Losinless otherwise noted below in any will give at least change in, or cancellate the Prudential Insurated bookers.	olicy continues in force less (Certificate)  as if any payable to the less if any payable to the less than the less than (10) days pation of, the contance Company of	e party to whom erstood and prior notic rerage prov	this Certificate agreed that e of any ided by this erminal
(S	IGNATURE)	// (TITLE) - (	<u> </u>	-16-74 (DATE)
	(F	IRM AND ADDRESS)	<del></del>	

THIS (I RIII ICALE IS FOR INFORMATION ONLY II IS NOT A CONTRACT OF INSURANCL BUT AFTESTS THAT A POLICY AS NUMBI RLD HEREIN AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE HAS BEEN ISSUED BY THE INSURER

)9 Oct 1968

## CERTIFICATE OF INSURANCE

Ins Sec P O Box	ued to 1 Insurance , Real Estat 2314, Termin es, CA 9005	e Ins Serv al Annex		ies, c, Ci	, Inc 178 A 90248 ar	Elixir 309 S. Broadway nd Jerry ne, Laguna
Attn Bo	nnie Blaney					
Perils insured  Fire and Li  Extended C  Vandalism	ghtning		Sprinkler Leakag		\$ 2,500.de	XXXXXXXXX slotted
Location of pi (1) 3019 (2) (3) (4)	operty covered  Harcourt, C  Loan N	ompton, CAI o 2-216450	lifornia 57			
Policy Number	Insui	ęı	Tei m Filom	То	Coverage & Locations	Amount of Insurance
CF502384	Signal Insu	rance Co	8-1-74/77		B # 1	\$12,000,000
BL—Bla R —Reg sho	ecific insurance inket insurance porting form—amo wn is limit of liabil ti ibuting insui ance	ant of ins	B —Building(s) BE—Building(s) E —Equipment ES—Equipment S —Stock	\	ck	1—Location #1 2—Location #2 3—Location #3 4—Location #4 A—All locations
Lenders cancellar Other pa	gee Clause (1 equire Loss Payable Ention is received by ayee clause (copy a stain clause indicat nless otherwise not	doisement (police lender) ttached to this Contact ted above Loss	y continues in fo Certificate)	orce 1	0 days after	written notice of
I certify tha	at the above descri	bed policies exis	t and cover only	ın ac	cordance with	the policy terms
(s	IGNATURE)		(TITLE)		<u> </u>	8-9-74 (DATE)
		(FIRM	AND ADDRESS)	<del></del>		

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## CERIFICATE OF INSURANCE

		1 1 1 2 2	,	
Certificate iss		Name and address of Insu	red	
	l Insurance Company, Section, Real Estate	Elixir Industries, Inc		
	ice Division	17809 South Broadway		
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STANDARD Oct 1968

## STANDARD FORMS BUREAU FORM 99 (Oct. 1968) ERTIFICATE OF INSURANCE

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68	WILSHIRE PLACE	(TITLE)		(DATE)

LOS ANGELES, CALIFORNIA 90005 PHONE: 385-6204

THIS CERTIFICATE IS FOR INFORMATION ONLY IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE HAS BEEN ISSUED BY THE INSURER

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## LECERTIFICATE OF INSURANCE

1900 Ave Suite 100 Los Ange	siness Credit nue of the Stars 00 les, CA 90067	Name and address of Insured  (Youth Message)  Elixir Industries, Inc  17809 South Broadway  Gardena, CA 90248			
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CF502384	Signal Insurance Co	8-1-74/77	E # 1	\$12,000,000	
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## CENTIFICATE OF INSURANCE

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CORPORATE OFFICES 17925 SO BROADWAY P O BOX 470 GARDENA CA 90247 (213) 321 1191

Bylaws for the Regulation, Except as Otherwise Provided by Statute or Its Articles of Incorporation, of ELIXIR INDUSTRIES

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BYLAWS FOR THE REGULATION EXCEPT AS OTHERWISE PROVIDED BY STATUTE OF ITS ARTICLES OF INCORPORATION, OF

### ELIXIP INDUSTRIES

#### ARTICLE I

#### Offices

Section 1 01 Principal Office The principal office for the transaction of the business of the corporation is hereby located at 17809 South Broadway in the City of Gardena County of Los Angeles State of California The board of directors is hereby granted full power and authority to change said principal office from one location to another in said county by amendment of this Section 1 01

Section 1 02 Other Offices Branch or subordinate offices may at any time be established by the board of directors at any place or places where the corporation is qualified to do business

#### ARTICLE II

Meetings of Shareholders

Section 2 01 Place of Meetings All annual meetings of shareholders and all other meetings of shareholders shall be held either at the principal office or at any other place within or without the State of

California which may be designated either by the board of directors pursuant to authority hereinafter granted to said board, or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed with the secretary of the corporation

Section 2 02 Annual Meetings The annual meetings of shareholders shall be held on the fourth Monday of September in each year at 10 00 o'clock A M of said day, provided, however, that should said day fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday At such meetings directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the power of the shareholders

Written notice of each annual meeting shall
be given to each shareholder entitled to vote, either
personally or by mail or other means of written
communication, charges prepared, addressed to such
shareholder at his address appearing on the books of
the corporation or given by him to the corporation for
the purpose of notice—If a shareholder gives no address,
notice shall be deemed to have been given if sent by mail
or other means of written communication addressed to

the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each shareholder entitled thereto not less than ten (10) days nor more than fifty (50) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other natters, if any, as may be expressly required by statute

Section 2 03 Special Meetings. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the president or by the board of directors, or by one or more shareholders holding not less than one-fifth of the voting power of the corporation Except in special cases where other express provious is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of shareholders. Notices of any special meeting shall specify in addition to the place, day and hour of such meeting,

Section 2 04 Adjourned Meetings and Notice

Thereof Any shareholders' meeting, annual or special,
whether or not-a quorum is present, may be adjourned
from time to time by the vote of a majority of the
shares, the holders of which are either present in

person or represented by proxy thereat but in the absence of a quorum no other business may be transacted at such meeting

When any shareholders' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken

Unless a record date Section 2 05 Voting for voting purposes be fixed as provided in Section 5 01 of these bylaws, then, but subject to the provisions of Sections 2218 to 2224 inclusive of the Corporations Code of California, only persons in whose names shares entitled to vote stand on the stock records of the corporation on the day three (3) days prior to any meeting of shareholders shall be entitled to vote at such meeting Such vote may be viva voce or by ballot, provided, ho ever, that all elections for directors must be by ballot upon demand made by a shareholder at any election and before the voting begins Every shareholder entitled to vote at any election for directors shall have the right to cumulate his votes and give one candidate a number of

nultiplied b, the number of votes to a ich his shares are entitled, or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

Section 2 06 Quorum The presence in pe_some or by proxy of persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum

Section 2 07 Consent of Absentees The transactions of any meeting of shareholders, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of rotice, or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate

records or made a part of the minutes of the neeting

Section 2 08 Action Without Meeting Ary action thich, under any provision of the California Corporations Code, may be taken at a meeting of the shareholders, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the corporation

Section 2 09 Proxies Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the secretary of the corporation provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven (7) years from the date of its execution

### ARTICLE III

#### Directors

Section 3 01 Powers Subject to limitations

of the articles of incorporation of the bylas, and of the California Corporations Code as to action which shall be authorized or approved by the snareholders, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to vit

First - To select and remove all the officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or the bylaws, fix their compensation, and require from them security for faithful service

Second - To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, or with the articles of incorporation or the bylaws, as they may deem best

Third - To change the principal office for the transaction of the business of the corporation from one location to another within the same county as provided in Section 1 01 hereof to fix and locate from time to time one or more subsidiar, offices of the corporation

within of without the State of California as provided in Section 1 02 hereof to designate any place within or without the State of California for the nolding of any shareholders' meeting or meetings and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificate shall at all times comply with the provisions of law

Fourth - To authorize the issue of shares of stock of the colporation from time to time, upon such terms and for such considerations as may be lawful

Fifth - To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor

Sixth - To appoint an executive committee and other committees, and to delegate to the executive committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend

or repeal bylaws The exemular compattee shall be composed of two or more airrotors

number of cliectors of the corporation shall be seven

( 7 ) until charged by amenament of the altitles of
incorporation of by a bylar duly accorded by the snareholders
amending this Section 3 02, and if it is proposed to reduce
the authorized number of directors below five (5), the
vote or written consent of shareholders holding more than
eighty per cent (80%) of the voting pover shall be recessary

Section 3 03 Election and Term of Office The directors shall be elected at each annual meeting of shareholders, but if any such arnual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders held for that purpose All directors shall hold office until their respective successors are elected

Section 3 04 Vacancies Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quoium, or by a sole remaining director, and each director to elected shall hold office until his death, resignation or removal, or until his successor is elected at an annual or a special meeting of the shareholders

A vacancy or vaccines in the board of directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the nuchorized number of directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting

The shareholders may elect a director or directors at any time to fill any vacancy or vacarcies not filled by the directors. If the board of directors accepts the resignation of a director tendered to take effect at a future time, the board or the shareholders shall have power to elect a successor to take office men the resignation is to become effective

No reduction of the authorized number of directors shall have the effect of removing any d_rector prior to the expiration of his term of office

Section 3 05 Place of Meeting Regular meetings of the board of directors shall be held at any place within or without the State which has been designated from time to time by resolution of the board or by written consent of all members of the board. In the absence of such designation regular meetings shall be held at the principal office of the corporation. Special meetings of the board.

may be held either at a place so designated or at the principal office

Section 3 06 Organization Meeting Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with

Section 3 07 Other Regular Meetings Other regular meetings of the board of directors shall be held without call at such time as the board of directors may from time to time designate provided, however, should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the board of directors is hereby dispensed with

meetings of the board of directors for any purpose or purposes shall be called at any time by the president, or, if he is absent or unable or refuses to act, by any vice president or by any two directors

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of

written communication charges prepare addressed to him at his address as it is shown upon the records of the corporation, or if it is not so shown on such records and is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the County in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered personally as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 3 09 Notice of Adjournment Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned

Section 3 10 Waiver of Notice The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a

writter warver of retice, or a consent to holding such meeting, or an approval of the minutes thereof. All such warvers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3 ll Quorum A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, unless a greater number be required by law or by the articles of incorporation

Section 3 12 Adjournment A quorum of the directors may adjourn any directors' neeting to meet again at a stated day and hour provided, however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the board

Section 3 13 Action Without Meeting Any action required or permitted to be taken by the board of directors under any provision of the California Corporations Code may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action

by written consent shall have the same force and effect as a unarrous vote of such directors

Section 3 14 Fees and Compensation By resolution of the board of directors, one or more of the directors may be paid a retainer for their services as directors, or a fixed fee (with or without expenses of attendance) for attendance at each meeting, or both. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor

# Section 3 15 <u>Indemnification of Directors, Officers</u> and Employees

Except to the extent prohibited by then applicable law, this corporation shall reimburse, indemnify and hold harmless each present and future director, officer and employee of this corporation and each person who, at the request of this corporation acts as a director, officer or employee of any other corporation in which this corporation has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments, in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which he may be involved or be made a party by reason of his

peing of ha/1r; been a directer off_cer or employee of this corporation or such other corporation, or by reason of any action alleged to have been taker or omitted by him in such capacity, if a disinterested majority of the Board of Directors of this corporation (or, if a majority of the Board of Directors is not disinterested, then independent legal counsel) determines in good faith that such person was acting in good faith (a) within what he reasonably believed to be the scope of his authority or employment, and (b) for a purpose which he reasonably believed to be in the best interests of the corporation

The right of indemnification provided in this section shall inure to each person referred to in this section, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this section and in the event of his death shall extend to his legal representatives. The right of indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law (including, without limitation, his rights under Section 830 of the California Corporations Code), or under any agreement, vote of directors or stockholders or otherwise

#### ARTICLE IV

#### Officers

Section 4.01 Officers The officers of the corporation shall be a president, a vice president, a secretary and a treasurer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more additional vice presidents, one or more assistant secretaries and one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 4.03. One person may hold two or more offices, except those of president and secretary.

Section 4 02 Election The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 4 03 or Section 4 05, shall be chosen annually by the board of directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified

Section 4 03 <u>Subordinate Officers, Etc</u> The board of directors may appoint such other officers as the business of the corporation may require, each of whom shall have such authority and perform such duties as are provided in these bylass or as the board of directors may from time to time specify, and shall hold office

until he shall resign or shall be remo ed or otherwise disqualified to serve

Section 4 04 Removal and Resignation Any officer may be removed, either with or without cause by a majority of the directors at the time in office, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors

written notice to the board of directors or to the president, or to the secretary of the exporation. Any such resignation shall take effect at the date of the receipt of such notice of at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4 05 <u>Vacancies</u> A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the bylaws for regular appointments to such office

chairman of the board, if there shall be such an officer, thall, if present, preside at all meetings of the board

of directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by these bylaws

Section 4 07 President Subject to such supervisory powers, if any, as may be given by/the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and affairs of the corporation he shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, at all meetings of the board of directors Ae shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management Asually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaw,

Section 4 08 <u>Vice President</u> In the absence or disability of the president, the vice presidents in order of their rank as fixed by the board of directors, of if not ranked, the vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers

of and be subject to all the restrictions upon, the president The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or these bylaws

Section 4 09 Secretary The secretary shall keep, or cause to be kept, a bool of minutes at the principal office or such other place as the board of directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof

The secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses the number and classes of shares held by each the numbers and dates of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation

The secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the board of directors required by these bylaws or by

corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these by aws. If for any reason the secretary shall fail to give notice of any special meeting of the board of directors called by one or more of the persons identified in the first paragraph of Section 3 08, or if he shall fail to give notice of any special meeting of the shareholders called by one or more of the persons identified in Section 2 03, then any such person or persons may give notice of any such special meeting

Section 4 10 Treasurer The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares Any surplus, including earned surplus, paid—in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times to 32 open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation

with such depositaries as may be designated by the board of directors. He shall dishurse the function of the corporation as may be ordered by the board of directors, shall render to the president and directors, wherever they request it, an account of all of his transactions as treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these

SECTION 411 PAGE 33,34 SECTION 412 PAGE 34,35

#### ARTICLE V

### Miscellareous

Books The board of directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders or entitled to receive any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any change, conversion or exchange of shares. The record date so fixed shall be not more than fifty (50) days prior to the date of the meeting or event for the purposes of which it is fixed. When a record date is so fixed, only shaleholders who are such of record on that date are entitled to notice of and to vote at the neeting or to receive the dividend, distribution,

or allowment of rights, or to exercise the rights, as the case may be, notwithstancing any transfer of any shares on the bools of the corporation after the record date

The board of directors may close the books of the corporation against transfers of shares during the whole or any part of a period not more than fifty (50) days prior to the date of a shareholders' meeting, the date when the right to any dividend, distribution, or allotment of rights vests, or the effective date of any change, conversion or exchange of shares

Section 5 02 Inspection of Corporate Records The share register or duplicate snare register, the books of account, and minutes of proceedings of the skareholders and the board of directors and of executive committees of directors shall be open to inspection upon the written demand of any shareholder or the holder of a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his interests as a shareholder, or as the holder of such voting trust certificate, and shall be exhibited at any time when required by the demand at any shareholders' meeting of ten per cent (10%) of the shares represented at the meeting Sucn inspection may be made in person or by an agent or attorney, and shall include the right to make extracts Demard of espection other than at a shareholders' meeting shall

be made in writing upon the prizident secretary,
assistant secretary or general minager of the corporation

Section 5 03 Checks, Diaf-s, Ftc All checks, drafts or other orders for payment of mone, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in the manner as, from time to time, shall be determined by resolution of the board of directors

Section 5 04 Annual Report The board of directors shall cause an annual report to be sent to the shareholders, not later than one hundred twenty (120) days after the close of the fiscal or calendar year

Section 5 05 Contract, Ftc , How Executed

The board of directors, except as in these bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances, and unless so authorized by the board of directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount

Section 5 06 Certificates of Stock A certificate

corporation shall be issuer to mach shareholder when any such shares are fully paid up. All such continuous shall be signed by the president or a vice president and the secretary or an assistant secretary, or be authenticated by facsimiles of the signatures of the president and secretary, or by a facsimile of the signature of the president and the written signature of the secretary or an assistant secretary. Every certificate authenticated by a facsimile of a signature must be countersigned by a transfer agent or transfer clerk, and be registered by an incorporated bank or trust company, either donestic or foreign, as

Certificates for shares ray be issued prior to full payment under such restrictions and for such purposes as the board of directors or these bylaws may provide, provided, however, that any such certificate so issued prior to full payment shall state on its face the amount remaining unpaid and the terms of payment thereof

Section 5 07 Representation of Shares of Other Corporations The president or any vice president and the secretary or assistant secretary of this corporation are authorized to vote represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing

granted to said officers to vote or represent on behalf of this corporation any and all shares 'eld ny this corporation in any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by provy or pover of attorney duly executed by said officers

Section 5 08 Inspection of Bylaws The corporat on shall keep in its principal office for the transaction of business the original or a copy of these bylaws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the shareholders at all reasonable times during office hours

Section 5 09 Periodic Reports Regular reports containing detailed financial and other information concerning the business and affairs of the corporation shall be furnished periodically to the responsible officers and directors of the corporation, and such reports shall be designed to keep each such officer and director currently and reasonably informed of the affairs of the corporation

ARTICLE VI

Amendments

Section 6 01 Power of Shareholders New bylais

may be adopted or these bylaws may be amend_a or repealed by the vote of shareholders entitled to exercise a majority of the voting power of the corporation or by the written assent of such shareholders, except as otherwise provided by law or by the articles of incorporation provided that the vote or written assent of shareholders holding more than eighty per cent (80%) of the voting power of the corporation shall be required to reduce the authorized number of directors below five (5)

Section 6 02 <u>Power of Directors</u> Subject to the right of shareholders as provided in Section 6 01 to adopt, amend or repeal bylavs, bylavs other than a bylaw or amendment thereof changing the authorized number of directors may be adopted, amended or repealed by the board of directors at any regular or special meeting thereof

Amendment of Section 3 02 of By-Laws adopted by the Shareholders of Elixir Industries on September 25, 1972

RESOLVED that Article III, Section 3 02 of the By-Laws of this corporation be amended to read in full as follows

'Number of Directors The number of Directors of the corporation shall not be less than six (6) nor more than nine (9) until changed by amendment of the Articles of Incorporation or by a By-Law duly adopted by the Shareholders amending this Section 3 02 of Article III The exact number of Directors shall be fixed from time to time, within the limits specified in the Articles of Incorporation or in this Section 3 02 of Article III, by a By-Law or amendment thereof duly adopted by the Shareholders or by the Board of Directors

Amendment of Section 3 02A of By-Laws adopted by the Shareholders of Llivir Industries on September 25, 1972

'Section 3 02A Exact number of Directors The rumber of Directors of this corporation shall be seven (7) until changed by a By-Law or amendment thereof duly adopted by the Shareholders or by the Board of Directors amending this Section 3 02A

Amenament of Paragraph 1 of Section 2 02 of By-Laws adopted by the Board of Directors of Elixir Industries on August 5, 1974

RESOLVED, that the first paragraph of Section 2 02 of the By-Laws of this corporation be amended to read in full as follows

'Annual Meetings The annual meetings of shareholders shall be held on the fourth Monday of October in each year at 10 00 o'clock A h of said day provided, however, that should said day fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. At such meetings directors shall be elected, and any other business may be transacted which is within the power of the shareholders '

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on September 23, 1975

"Section 3 02A Exact number of Directors
The number of Directors of this corporation shall be six (6) until changed by a Bylaw or amendment thereof duly adopted by the Shareholders or by the Board of Directors amending this Section 3 02A"

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on February 11, 1976

"Section 3 02A Exact number of Directors
The number of Directors of this corporation shall be
eight (8) until changed by a Bylaw or amendment thereof
duly adopted by the Shareholders or by the Board of
Directors amending this Section 3 02A"

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on August 16, 1978

"Section 3 02A Exact number of Directors
The number of Directors of this corporation shall be seven (7) until changed by a Bylaw or amendment thereof duly adopted by the Shareholders or by the Board of Directors amending this Section 3 02A"

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on August 8, 1979

"Section 3 02A Exact number of Directors
The number of Directors of this corporation shall be
six (6) until changed by a Bylaw or amendment thereof
duly adopted by the Shareholders or by the Board of
Directors amending this Section 3 02A"

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on November 3, 1980

RESOLVED, that Article III, Section 3 02(A) of the Bylaws of this Corporation be, and it hereby is, amended to increase the exact number of Directors of this Corporation from six (6) to seven (7), Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on August 16, 1984

"Section 3 02A Exact Number of Directors
The number of Directors of this Corporation shall
be six (6) until changed by a Bylaw or amendment
thereof duly adopted by the shareholder or by the
Board of Directors amending this Section 3 02A"

Amendment of Section 2 03 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 2 03 Special Meetings Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Chief Executive Officer, Chairman of the Board, or by the board of directors, or by one or more shareholders holding not less than one-fifth of the voting power of the corporation special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of shareholders Notices of any special meeting shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted "

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 3 02A Exact Number of Directors
The number of Directors of this Corporation shall be
seven (7) until changed by a Bylaw or amendment
thereof duly adopted by the shareholder or by the
Board of Directors amending this Section 3 02A"

Amendment of Section 3 08 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, first paragraph amended to read in full as follows

"Section 3 08 Special Meetings Special meetings of the board of directors for any purpose or purposes shall be called at any time by the Chief Executive Officer or Chairman of the Board or, if either is absent or unable or refuses to act, by the President, Executive Vice President, or any vice president or by any two directors "

Amendment of Section 4 01 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 01 Officers The officers of the corporation shall be a chief executive officer, a chairman of the board, a president, a secretary and a chief financial officer. The corporation may also have, at the discretion of the board of directors, one or more executive vice presidents, one or more vice presidents, one or more assistant secretaries, a treasurer, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 4 03. Any number of offices may be held by the same person."

Amendment of Section 4 04 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, second paragraph to read in full as follows

"Any officer may resign at any time by giving written notice to the board of directors or to the Chief Executive Officer, Chairman of the Board or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective."

Amendment of_Section 4 06 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 06 Chief Executive Officer The chief executive officer, subject to the control of the board of directors, shall have general supervision, direction and control of the business and affairs of the corporation. He shall be ex officiona member of all the standing committees, including the executive committee, if any, and shall have such other powers and duties as may be prescribed by the board of directors or these Bylaws."

Amendment of Section 4 07 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 07 Chairman of the Board The chairman of the board shall, if present, preside at all meetings of the board of directors. In the absence or disability of the chief executive officer, he shall perform all the duties of the chief executive officer and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chief executive officer. The chairman of the board shall exercise and perform such other powers and duties as may be assigned to him by the board of directors or prescribed by these Bylaws."

Amendment of Section 4 08 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 08 President In the absence or disability of the chairman of the board, the president shall perform all the duties of the chairman of the board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chairman of the board. The president shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or these Bylaws."

Amendment of_Section 4 09 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 09 Executive Vice President In the absence or disability of the president, the executive vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president The executive vice president shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or these Bylaws "

Amendment of Section 4 10 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 10 Vice President In the absence or disability of the executive vice president, the vice presidents in order of their rank as fixed by the board of directors, or if not ranked, the vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors, the chief executive officer, the chairman of the board, or these Bylaws "

Amendment of Section 4 11 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 11 Secretary The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the board of directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof

"The secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the numbers and dates of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation

"The secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the board of directors required by these Bylaws or by law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws If for any reason the secretary shall fail to give notice of any special meeting of the board of directors called by one or more of the persons identified in the first paragraph of Section 3 08, or if he shall fail to give notice of any special meeting of the shareholders called by one or more of the persons identified in Section 2 03, then any such person or persons may give notice of any such special meeting "

Amendment of Section 4 12 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 4 12 thief Financial Officer The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account The books of account shall at all reasonable times be open to inspection by any director

"The chief financial officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the chief executive officer and directors, whenever they request it, an account of all of his transactions

as chief financial officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these Bylaws "

Amendment of Section 5 02 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

Section 5 02 Inspection of Corporate Records The share register or duplicate share register, the books of account, and minutes of proceedings of the shareholders and the board of directors and of executive committees of directors shall be open to inspection upon the written demand of any shareholder or the holder of a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his interests as a shareholder, or as the holder of such voting trust certificate, and shall be exhibited at any time when required by the demand at any shareholders' meeting of ten percent (10%) of the shares represented at the meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts Demand of inspection other than at a shareholders' meeting shall be made in writing upon the chief executive officer, secretary or assistant secretary of the corporation "

Amendment of Section 5 04 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 5 04 Annual Report Until such time as there are one hundred (100) or more shareholders in this corporation, the annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board of Directors from issuing such annual or other periodic reports to the shareholders of the corporation as they consider appropriate "

Amendment of—Section 5 06 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, first paragraph amended to read in full as follows

"Section 5 06 Certificates of Stock A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid up All such certificates shall be signed by the chief executive officer or chairman of the board and the secretary or an assistant secretary, or be authenticated by facsimiles of the signatures of the chief executive officer or chairman of the board and secretary, or by a facsimile of the signature of the chief executive officer or chairman of the board and the written signature of the secretary or an assistant secretary Every certificate authenticated by a facsimile of a signature must be countersigned by a transfer agent or transfer clerk, and be registered by an incorporated bank or trust company, either domestic or foreign, as registrar of transfers, before issuance "

Amendment of Section 5 07 of Bylaws adopted by the Board of Directors of Elixir Industries on July 23, 1985, amended to read in full as follows

"Section 5 07 Representation of Shares of Other Corporations The chief executive officer or chairman of the board and the secretary or assistant secretary of this corporation are authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation in any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney duly executed by said officers."

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on November 11 1987 amended to read in full as follows

"Section 3 02A Exact Number of Directors
The number of Directors of this Corporation shall be eight (8) until changed by a Bylaw or amendment thereof duly adopted by the shareholder or by the Board of Directors amending this Section 3 02A "

Amendment of Section 3 02A of Bylaws adopted by the Shareholder of Elixir Industries on January 4, 1990 amended to read in full as follows

"Section 3 02A Exact Number of Directors
The number of Directors of this Corporation shall be three (3) until changed by a Bylaw or amendment thereof duly adopted by the shareholder or by the Board of Directors amending this Section 3 02A "

Amendment of Section 3 02A of Bylaws adopted by the Board of Directors of Elixir Industries on February 20, 2004, amended to read in full as follows

"Section 3 02A Exact Number of Directors
The number of Directors of this Corporation shall be five (5)
until changed by a Bylaw or amendment thereof duly adopted
by the shareholder or by the Board of Directors amending this
Section 3 02A "

* * *

FILED

## ARTICLES OF INCORPORATION

OF

## ELIXIR PAINT & LACQUER CO

275295

Per 1 2 1853

KNOW ALL MEN BY THESE PRESENTS

ăre

That we this day nave associated ourselves together for the purpose of forming a corporation under the laws of the State of California,

And we hereby certify that

FIRST The name of this corporation shall be ELIXIR PAINT & LACQUER CO

SECOND The purposes for which said corporation is formed

- (a) The primary purpose of this corporation is to manufacture, produce, develop, use, buy, sell and generally deal in, twholesale and/or at retail, as principal, agent, broker and/or jobber, oils, pigments paints, varnishes, lacouers and dyes
- (b) Fo biv, sell, trade, lease, exchange and acquire property, both real and personal, improved and unimproved, to erect, build and construct dwellings, homes, residences, apartment houses, stores, factories and buildings of any and every kind and description, to engage generally in the business of contracting and construction work and improving of real property generally
- (c) To manufacture, export, import, buy, sell and generally deal in goods, wares, merchandise and property of every class and description, to purchase, lease or otherwise acquire all kinds of personal property which the corporation may deem necessary or convenient for the purpose of its business

- —(d) To purchase, lease o otherwise acquire real estate, improved and unimproved without limit as to amount, in any state or territory of the United States or foreign countries, to construct and maintain warenouses, factories, shipping stations, receiving stations and storage plants for and in connection with the purposes above mentioned
- (e) To acquire, by purchase or otherwise, shares of capital stop and bonds of its own and of other corporations, debentures and other securities, to excrange the shares of the capital stock of this corporation, or any part thereof for shares of the capital stock or bonds of other corporations, or for real or personal property of any kind, to porrow money and to hypothecate or pledge any personal property of the corporation, including bonds or stock of its own issue as security therefor, to create and issue bonds of the corporation and to make, give and execute trust deeds or mortgages covering any or all real or personal property of the corporation to secure such bonds issued, to lend more, with or without security and to invest the funds of the corporation in any character of investment deemed proper by the Board of Directors
- (f) To act as agen, factor or broker in the nurchase of or sale for commission or otherwise, in any and all property or properties is heretofore set forth
- (g) To acquire patent rights, licenses privileges, inventions, trademarks, trade names and pending applications therefor, relating to or useful in connection with any of the business of the corporation
- (h) To sell any real or personal property of the corporation ary any time and to divide the proceeds among the stockholders,

or to divide any real or personal property of the corporation among the stockholders in proportion to their respective holdings

- (i) To call on a general mercartile pusiness of every kind character and description, both wrolesale and retail, and to operate retail stores and to buy, sell, exchange, barter in goods, wares and merchandise of every kind, character and description and for the purpose thereof do any and all things convenient with the carrying on of said business
- (j) To transact or perform any other rusiness in connection with, or in furtherance of the object and purposes aforesaid, which the board of directors may seem proper, to all intents and purposes and to the same extent as full as an individual would have such right and power
- (k) The foregoing clauses shall be construed as objects and powers but no ccitation, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive but it is hereby expressly declared the all other lawful powers now inconsistent therewith are hereby included

THIRD That the principal office for the transaction of the business of said corporation is to be located in the County of Los Angeles, State of California

FOUPTH That the rumber of directors of said corporation is three (?! and that the names and addresses of those who were appointed for the first year, and until the election and qualification of their successors, are as follows

ROLAND R SAHN

9801 Fourth Avenue, Inglewood, California

RAMONA SAHM

9801 Fourth Avenue, Inglewood, California

HAZEL PALMEP

820 West 92nd Street Los Angeles 44, California

That the number of directors of this corporation may be changed in the marrer prescribed by waw eitner by an amendment to the Articles of Incorpo ation, or the adoption of a Bv-Law so to do

SIXTH That 'he total number o' shares authorized to be asued is Ten Thousand (10,000), and the aggregate Value of said shares is One Hu ar d Thousand Dollars (\$100,000 00) that the par value of each share shall be \$10 00

SEVENTH That there have been to subscriptions to the shares of this corporation

IN WITNESS WHEREOF, we have hereunto set our hands this day of June, 1953

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

On this gradual day of June, 1953, before me the undersigned, a Notary Public in and for the County of Los Angeles, State of California, residing therein duly commissioned and sworn, personally appeared ROLAND R SAHM RAMONA SAHM and dAZEL PALMER known to me to be the persons whose names are subscribed to and who executed the foregoing instrument and who are named therein as directors and incorporators, and acknowledged to me that they executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and seal

Notary Public in and for said County and State

TXI C TI

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

**ELIXIR PAINT & LACQUER CO** 

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DEC 2 8 1966

The undersigned, ROLAND SAMM and RAMONA SAMM, do hereby certify that they are respectively the duly elected and acting president and secretary of ELIXIR PAINT & LACQUER CO, a California corporation, and further that

ONE At a special meeting of the Board of Directors of said corporation dul, held at its principal office at 17925 ocut, Broadway, Gardena, California, at 10 00 o'clock A M, on the 6th day of September, 1966, at which meeting there was at all times present and acting as a quorum of the members of said Board, the following resolutions were duly adopted

WHEREAS, it is deemed by the Board of Directors to be to the best interests of the corporation and its stockholders that the Articles of Incorporation be amended as hereinafter provided,

NOW, THEREFORF, BE IT RESOLVED, that Article First of the Articles of Incorporation be amended to read as follows

"FIRST The name of this corporation shall be ELIXIR CORPORATION."

"RESOLVED FURTHER that the Board of Directors of this corporation heleby alopts and approves said amendment of its Articles of Incorporation, and

RESOL/ED FURTHER that the president and the secretary of this corporation be and they hereby are

-authorized and directed to procure the adoption and approval of the foregoing amendment by the vote or written consent of shareholders of this corporation holding at least a majority of the voting ocwer, and thereafter to sign and verity by their on he and to file a certificate in the form and manner required by Section 3672 of the California Corporations Code. and in general to do any and all things necessary to effect said amendment in accordance with said Section 3672

TWO The number of shares of said corporation consenting to such amendment of its Articles of Incorporation is Two Thousand Five Hundred (2500) shares, and the following is a copy of the form of written consent executed by the holders of said shares

> "WRITTEN CONSENT OF SHAREHOLDERS TO AMENDMENT OF ARTICLES OF INCORPORATION OF ELIXIR PAINT & LACQUER CO "

WHTREAS, at a special meeting of the Board of Purectors of EXIXIR PAINT & LACQUER CO , a California impocation, duly held at 17925 South Broadway, Tercera, California, on the 6th day of September, at march meeting a quorum of the members of said Board of Directors was at all times present and acting, an amendment to the Articles of Incorporation of said corporation was adopted and approved by resolution of said Board amending Article First of said Articles of Incorporation to read as follows

The name of this corporation is Elixir Corporation "

""NOW, THEREFORE, each of the undersigned share-holders of said corporation does hereby adopt, approve and consent to the foregoing amendment of said Articles of Incorporation and does hereby consent that Article First of said Articles of Incorporation be amended to read as herein set forth.

"IN WITHESS WHEREOF, each of the undersigned has he eunto signed his name and following his name the date of signing and the number of shares of said corporation held by him of record of said date entitled to vote upon amendments of sala Articles of Incorporation of the character of the foregoing amerdment

2500

NO. OF SHARES DATE Roland Sahm and Ramona sahm,
September (, 1966

THREE The total rumber of shares of said corporation entitled to vote on or consent to the adoption of said amendment constitutes Ore Hundred (100%) percent of the total number of a area issued

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amentment this 6th day of September, 1966

ROLAND SAHM, Fresident ELIXIR PAINT & LACQUER CO

RAMONA SAHM, Secretary ELIXIR IAINT & LACQUER CO

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES

RJAND SAHM and RAmunA SAHM, being first duly sworn, each for himself and heiself, deposes and says

SS

That ROLAND SAHM is, and was at all times mentioned in the foregoing Certificate of Amendment, the President of ELIXIR PAINT & LACQUER CO - California Corporation, therein mentioned, and RAMONA Subsis, and was at all of said times, the Secretary of said corporation that each has read the certific to and the statements herein made are true of his and her own knowledge, and that the signatures purporting to be the signatures of said President and Secretary thereto are gendine signatures of said President and Secretary respectively

Roland Sahm

Remona Sahm

Subscribed to and sworn to before me this 6th day of September, 1966

Notary Public, County of Ess Angeles, State of California

My Commission Edpires

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CERTIFIC TE OF AMENDMENT

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OF

ARTICLES OF INCORPORACION

SEP 2 6 1969
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Contraction

Deputy

ROLAND R SAHM and RAMONA A SAHM certify

- 1 That they are the President and the Secretary, respectively of ELIXIR CORPORATION, a California corporation
- 2 That at a meeting of the Board of Directors of said corporation duly held at Gardena, California on September 22 1969 the following resolutions were adopted

"RESOLVED, that Article FIRST of the Articles of Incorporation of this corporation be amended to read as follows

'FIRST The name of the corporation shall be

# ELIXIR INDJSTRIES ' "

- 3 That the sole Shareholder of said corporation adopted said amendments by written consent executed at cardena California, on September 22 1969. That the wording of the amended Articles as set forth in the Shareholder's Consent is the same as that set forth in the Directors' resolution in Paragraph 2 above
- 4 That the number of shares which voted affirmatively for the adoption of said resolution is 2 500 and that the total number of shares entitled to vote on or consent to said amendment is 2 500

ROLAND R SAHM

RAMC VA A SAHM

Each of the undersigned declares under peralty of perjury that the matters set torth in the foregoing Certificate of Amendment of Articles of Incorporation are true and correct

Executed at Gardena California on September

23 1069

RAMONA A SAHM

MERGER OF SUBSIDIARY CORPORATION

FILED

CERTIFICATE CT OWNERSHIP

AND

ARTICLES OF MERGER

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LLIXIR INDUSTRIES,/a California corporation dons hereby certify that

- 1 NORTHWEST MOBIL PRODUCTS, INC is an Oregon corporation having an authorized capital of 10 000 shares of Common Stock \$10 00 par value
- 2 ELIXIR INDUSTRIES owns 10 000 shares of the Common Stock of NOR, HWFST MOBIL PRODUCTS, INC, which constitute all of the issued and outstanding shares of Common Stock of NORTHWEST MOBIL PRODUCTS, INC
- 3 At a meeting of the Board of Directors of ELIXIR INDUSTRIES duly held a plan for the merger of NORTHWEST MOBIL PRODUCTS INC into ELIXIR INDUSTRIES, the surviving corporation, was agreed upon _ d tho foilering resolutions were adopted by a majorit, or said Board of Directors

WHEREAS, this corporation owns all of the outstanding stock of NORTHWEST MOBIL PRODUCTS, INC , and

WHEREAS, it is deemed advisable that NORTH-WEST MOBIL PRODUCTS, INC be merged with and into this corporation

RESOLVED, that pursuant to Section 4124 of the Corporations Code of California and Sect.on
57 495 of the Oregon Business Corporations Act,
this corporation merge NORTHWEST MOBIL PRODUCTS,
INC into itself and assume all of the obligations

of salu NORTHVEST MOBIL PRODUCTS, INC ,

RESOLVED FURTHER, that no additional shares of the capital stock of this corporation shall be issued or issuable and no cash or other consideration shall be paid or payable upon the effectiveness of the merger

RESOLVED FURTHER that this corporation being the sole Shareholder of NORTHWEST MOBIL PRODUCTS, INC, does hereby warve formal mailing of the plan of merger and the thirty (30) day waiting period provided for by Section 57 495(4) of the Oregon Business Corporations Act,

RESOLVED FURTHER that the President and Secretary of this corporation be and they hereby are authorized and directed to execute verify and file the appropriate certificate, pursuant to said actions and to take all such other and further action and they deem necessary and proper to consummate said merger

4 Said meeting of the Board of D ectors of ELIXIR INDUSTRIES was held at 11 00 o'clock A M on September 15 1969 at Los Angeles, California, the number of Directors of ELIXIR INDUSTRIES is three (3), all three (3) of said Directors voted at cald meeting to adopt said resolutions

IN WITNESS WHEREOF, ELIXIR INDUSTRIES has executed this certificate on September 30¹, 1969

COROUS COROUS COLARO

SEAL

ELIXIR INDUSTRIES, a California corporation

Wan X Julyan President

By Racles Jongles Segretary

STATE OF CALIFORNIA )

COL NTY OF LOS ANGELES )

ROLAND R SAHM and CHARLES LANGLEY being first duly sworn each for himself, depose and say  $% \left\{ 1,2,\ldots ,n\right\} =0$ 

That ROLAND R SAHM is and war at all of the times mentioned in the foregoing certificate, the President of ELIXIR INDUSTRIES, the California corporation therein mentioned, and CHARLES LANGLEY is, and was at all of said times, the Secretary of said corporation, that each has read said certificate and that the statements therein made are true of his own knowledge and that the signatures purporting to be the signatures of said President and Secretary, respectively

ROLAND R SAHM

Charles Langles

SUBSCRIBED and SWORN to

before me this and day

of <del>september</del>. 1969

Notary Public in and for said County and State

OFFICIAL SEAL

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FRANK M. JUHL AND SECRETARY OF SHORE

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## CERTIFICATE OF MERGER

We the undersigned, ROLAND R SAHM and CHARLIE W LANGIEY, and each of us, do hereby certify that we are, and at all times herein mentioned have been, respectively, the President and Secretary of ELIXIR INDUSTRIES a California corporation and do hereby further certify and state as follows

- 1 That on the 25th day of September, 1969 at the hour of 11 00 o'clock A M at 17905 South Broadway, in the City of Cardena, State of California, there was duly held a special meeting of the Board of Directors of Elixir Industries
- 2 That at said meeting the following resolutions approving the terms and conditions of the Agreement of Me ger between Elixir Industries, a California corporation, Alum-A-Form Company, a California corporation, Mobil Trim, Inc., a California corporation, and Broadway Metals and Fabricators Inc., a California corporation, were adopted by the Board of Directors

"WHEREAS, there has been presented to and docussed at this meeting of the Board of Directors of Elixir Industries, a California corporation, a proposed agreement providing for the merger of Alum-A-Form Company, a California corporation, Mobil Trim, Inc., a California corporation, and Broadway Metals and Fabricators, Inc., a California corporation, with and into Elixir Industries, a California corporation, a true copy of the form of which the Secretary is hereby directed to insert in the Minute Book of this corporation immediately following the minutes of this meeting, and

"WHEREAS, it is deemed to be in the interests of this corporation and its shareholder that this corporation enter into the said merger,

'NOW, THEREFORE, BE IT RESOLVED, that the merger of Alum-A-Form Company, a California corporation, Mobil Trim, Inc., a California corporation,

and Broadway Metals and Fabricators, Inc a California corporation, with and into Elixir Industries, a California corporation, as set forth in said proposed agreement, and the terms and conditions of the proposed agreement and the mode of carrying them into effect, including, but not limited to, the manner of converting shares of Alum-A-Form Company, a California corporation, Mobil Trim, Inc , a California corporation, and Broadway Metals and Fabricators, Inc , a California corporation, into shares of this corporation upon the effectiveness of said merger are hereby adopted and approved and

"BE IT FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary of this corporation be, and they hereby are, authorized and directed to execute all documents and to take such action as may be deemed to be necessary and advisable to carry out and accomplish the purposes of these resolutions "

- 3 The authorized number of Directors is seven, five Directors voted affirmatively for such resolutions and such number of Directors constituted a quorum for the conduct of business by the corporation according to the corporation's By-Laws
- 4 That on the 9th day of October, 1969, at the hour of 10 00 o'clock A M at 17905 South Broadway, in the City of Gardena, State of California, there was duly held a special meeting of the Shareholder of said corporation, and that at said meeting the terms and conditions of the agreement were approved by the vote of the holder of 2,500 shares of said corporation's Common Stock, constituting the vote of not less than two-thirds (2/3) of the issued and outstanding shares of each class, regardless of limitation or restriction on the voting power thereof
- 5 That said corporation has only one class of authorized shares of capital stock and that the total number of outstanding shares of such stock is 2,500
- 6 That notice of the time, place and purposes of said meeting of Shareholder was waived pursuant to

Calliornia Corporations Code Section 2209

- 7 That the surviving corporation is to be Elixir Industries, which corporation shall survive the merger under and pursuant to the laws of the State of California
- 8 That the agreement for merger of Alum-A-Form Company, Mobil Trim, Inc , and Broadway Metals and Fabricators, Inc with Elixir Industries filed with the Secretary of State concurrently with this Certificate, pursuant to Section 4113 of the California Corporations Code, is the agreement hereinabove referred to and sets forth the terms and conditions approved by said resolution of Directors and vote of Shareholder

IN WITNESS WHEREOF the undersigned have executed this Critificate of Merger on this 9th day of October, 1969

THE INDUCTATION A CALLFOrnia, propriation

ROLAND R SAHM, President

CHARLIE W LANGLEY, Secretary

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )

ROLAND R SAHM and CHARLIE W LANGLEY, being first duly sworn, depose and say

That they are the President and Secretary, respectively, of ELIXIR INDUSTRIES, a California corporation, that they have read the foregoing Certificate of Merger, and that the matters set forth in said Certificate of Merger are true of their own knowledge

ROLAND R SAHM

Charles W LANGLEY

SUBSCRIBED and SWORN to before me this Ath day of October, 1969

Notary Public in and for said
County and State

(SEAL)



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VIII 11 AS 10 101 y 15 a co por 1510 o danized and existing uncor inchy virtue of the intensity of the State of Culiforning and houng an uthor contribution a forlos 2 500 sl c of Cc ~ n Sc) \$10 00 pr v lue, of then 400 theres are assued and one the and and

VIII kl "S, 1 -a-foin is a corporatio org ized and elisting where in a virtue of the limit of the State or C lifornin and hairg an authorized capic lization is follo a 10 000 snies of Comore oc \$10 00 pir vilue of much 1 000 share are assumed and oldstanding and

MLLEre יסיי בוויא מרטבונים מו בו פו אוו ני סי existing uncommand / curref the lamer of the Society Collifornia and having an innovated distitution as follows

-1-

10,000 shares of Common Stock of privalue of thich 2 set shares are a ucd and outstancing and

MHII) the respective Board of Directors of the parties have deem in desirable and in the best interests of the corrections and their shareholders that Brown Alumba form and Mobil Trim be merged into the Sizving Corporation

NOT, TITPLIORE, in consideration of the promises and the mutual promises and coverines and subject to the conditions herein set forth, the constituent corporations agree as follows

- If the constituent corporations shall be marged into a single corporation by Broadway /lun-i-form and Nobil Trim merging into and with the Surviving Corporation which shall survive the merger pursuant to the provisions of the Corporation Code of the State of California. Upon such merger the separate corporate existence of Proadway Alun-a-form and Mobil Trim shall be and the Surviving Corporation shall become the owner, without other transfer of all the rights and property of the constituent corporations and the Surviving Corporation shall become the constituent corporations and the Surviving Corporation shall become liable for all the alunc and liabilities of the constituent corporations in the same manner as if the Surviving Corporation had itself incurred them
- 2 The name of the Surviv ng Co portion shall be and remain ELIXIR INDUSTRIES. The pullases, county where the principal office for the transaction of business shall be located, number of directors, and the capital stock of the Surviving Corporation shall be as appears in the Art. Jes of Incorporation of the Surviving Corporation
- 3 The By-Lais of the Sur iving Co po ation, as in effect on the effective d te, shall be the Ey-Laws

of the relation of 1 the season to alto-constant or repealed or until new By-1 we are adopted an entre of provided therein

of the Surviving Corporation imagaintery preceding the effectivenote of the meiger half constitute the Board of Directors of
the unviving Corporation following the effectiveness of the
merger, and shall serve until their successors are duly elected
and qualified as provided in the By-I is of the Surviving
Corporation

5 Upon the effectiveness of the merger and when this Agreement of height shall be filed by the California Secretary of State, Article SIXIII of the Surviving Corporation shall be amended to end as follows

SIXIII The total number of shares thich this corporation is authorized to issue is six million (6,000 000) shares to disting of two classes designated respectively as preferred shares and common shares. The accregate par value for all of such shares is six fillion dollars (\$6 000 000 00) and the privalue of each of such shares is \$1 00. The number of authorized preferred shares is one million (1 000 000) shares. The number of authorized common shares is five million (5 000 000) shares.

A statement of the rights preferences, privileges and restrictions granted to or imposed upon the respective classes and series of shares or pon the holders thereof is as follows

A Provisions *pplicable to All Series of Preferred Shares and to the Common Shares

l Provisions Applicable to All Preferred Shares
The preferred shares shall be issuable in one or more

Irce, a other is a pre-st provided t Ciliforni la or the elicieles or mentor tion there and be no limitation or retriction on virtuion beticen may of the different series of preferred whire All piet ired in resion all series shall share pro rata in the introfact dividence on the preferred shares at the vision rites fixed for each series and in any amounts payable or distributable upon liquidation, dissolution or winding up of the corporation to the extent of the re pective liquidation preferences fixed for each serie and, except for variations between the different series of prefer cd shares a herein expressly provided or remitted all series of preferred shares shall rank para passu. All preferred shares of any one series shall be entitled to the same dividend rate and shall have the same voting redemption conversio: liquidation and other rights preferences privileges and rectrictions

preferred shors of all series small be entitled to receive them and as declared by the Board of Directors dividends at the rate or rates fixed for the respective series and no more, without priority of one series over any other series, out of funds of the corporation legally available therefor, payable in cash quarterly or at such other intervals and on such dates as may be fixed by the Board of Directors as to any series of preferred shares (the periods between any such dates, commencing on such dates, being herein designated as dividend periods) Dividends on the preferred shares of each series shall be cumulative from and after such date as may be fixed.

by the load of Directors prior to the assuance thereof Such arvidena or the preferred stires of all sories shill be declared and paid or act apart for payment before any dividend shill be declired or paid or ct apart for payment on or any other distibution male in relact of the common shares, and shall be cumulative as above provided so that if in any dividend period dividends at the respective rates fixed for each such series shall not have been de lired and paid or set apart for payment on all outscanding shares of each such series for such dividend periol and all preceding dividend periods from and after the date from which dividends on each such series shall be cum ulative, then the aggregate deficiency shall be fully paid or declared and set aside for payment, but without interest, before any dividends shall be declared or paid or set apart for payment on or any other distribution made in respect of the common shares

"After full cumulative dividends on the outstanding preferred shares of all series shall have been paid or set apart for phyment for all previous dividend periods and for the then current dividend period, as above provided and after sufficient funds shall have been set aside to meet all matured obligations, if any of the corporation with respect to all sinking funds, retirement funds or purchase funds for any series of preferred shares, then and not otherwise, so long as any preferred shares of any series shall remain outstanding, dividends may be coclared and paid or set apart for payment on the common shares in the discretion of the Board of Directors out of any funds of the

corporation thereafter remaining and legally viilable

Vo inglight r cept a otherize exirc ly provided by Cilifornia li or these Article of Incorporation of the resolution or re-olutions of the Bornd of Director proving for the issue of a series of preferred shares the holders of the conton shares chill possess e clusive voting power for the election of directors and for all oth r purposes. Every holder of record of common shires entitled to vote and except as otherric expice by provided in the resolution or resolution of the To rd of Directors providing for the issue of a period of preferrer shires every molder of record of any scries of preferred shares at the time entitled to vote shall be entitled to one vote for each share held. At all elections of directors of the corporation each shareholder entitled to vote shall have the right to cumulate his votes

of preferred shares shall be subject to redemption at the election of the corporation (including by operation of any sinling fund provisions) in vincle or in part at such time or times at such price or prices and upon such other terms and conditions not inconsistent with the express provisions of these Articles of Incorporation as shall be fixed in the resolution or resolutions of the Board of Directors providing for the issue of such series of preferred shares

The following additional conditions shall apply to the redemption of all series of preferred shares

Notice of any proposed redesperou shall be g ven by the compointion by publication (not less than 30 days nor more than 90 days prior to the redemption date) at least once in a new-paper printed in the Fnglishælanguage and published and of general circulation in the City of Tos Angeles State of California upon any secular date of the reel stating such election on the part of the coupo ation and that on the redemption date there will become due and payable upon each of the shares to be redcemed, at the place or places specified in such notice, the applicable redemption price th icin specified, and accrued and unpaid dividends to the redemption date A similar notice shall be mailed b, the corporation postage prepaid not less than 30 days nor more than 90 days prior to the date fixed for redemption, to each holder of record of such shares to be redeemed at his address as shown on the records of the corporation The failur, to mail such rotice or ary defect in such nailing shall not invalidate the redemption of such shares

If less than all the preferred shares of any series are to be redeemed redemption shall be made by not or pro rata, in any manner determined by the Board of Directors to be fair and proper, and the notice of redemption shall specify the shares to be redeemed From and after the date fixed for redemotion, unless default shall be made by the corporation in payment of the redemption price, all dividends on the preferred shares called for redemption shall cease, to accrue and all rights of the holders of such preferred shares as

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price without real tout and root of the certificates

representing the preferred black of continuous pation

duly endersed for this fee of requires

If the curpor tion on or jiror to the arte fixed for the reaction of the preferred stires shill dejo it i to a ban or trult company doing business in Lo Angeles, California, as a trust fund for the benefit of the respective holder of such shires to be reaccord sums sife each to reacon such shares called for redemption with irrevocable institutions and authority to such deposit ry to publish in the name of the corporation the notice of relemption thereof (if not theretofore published) and to pay on or after the date fixed for such redesption to the respective holders of such shires the redemption price thereof upon surrender of the certificates representing the shares to called for redenotion then from and after the time o such deposit (although prior to the date fixed for redenstion) such shares so called for redemption shall to decrea to be redeemed and dividence thereon shill cease to accrue after sain dite fixed for redemption said deposit shall be deemed to constitute full payment of sucn shares to the respective holders thereof and such shares shall no longer be deemed to be outstanding and the holders thereof shall cease to be snareholders with respect to such shares and shall have no rights with respect chereto e cont only the right to receive from such bank or trist company payment of the redemption price of such shares vithout interest upon surrender

of the cultificates rain change the share so called for recorption and the right to exercise may easing conversion rights in accordance with the express terms of such shares. All funds so deposited and not used for redemption because of any such conversion, shall be recurred to the corporation.

No redchipcion or purchase of any preferred shares of any series through the operation of any sinking fund or otherwise shall be made unless full cumulative dividends on all preferred shares of all series then outstanding thich are not to be releemed or purchised to the end of the aividend persoa next preceding such redemption or purchase (and for the current dividend period if such redemption or purchase is on a dividend payment date) shall have been paid or declared and set apart for payment and unless all matured obligations of the corporation with respect to all sinking funds for all scries of preferred shares then outstanding have been met Subject to the foregoing, the corporation may to the extent permitted by California la / purchase or acquire preferred shares of any scries 'in addition to purchases through the respective sinking funds for such series) at prices not exceeding the respective then applicable voluntary redemption prices thereof plus customary brokerage commissions paid in connection with the purchase or acquisition thereof

"5 Liquidation Rights In the event of any liquidation dissolution or vinding up of the corporation voluntary or involuntary, the holders of all preferred shares of all series shall be entitled to

b puggie 11 cut of the ico the conjocation without prical licenticity the reputation of irvo (it , liquitation price fixed for uch circ ard no note plus ill recite in lumprid divicendo hereon to the dire that piyment is mine avillable to the folicer of such shires prior to any pigment or distribution of any as etc of the corporation to the holder of the conion shares. If, upon any voluntary or involuntary liquidation, dissociation or winding up of the corporation, the as ets of the corporation small be insufficient to permit the payment in full of the amounts payable as aforesaid to the holders of the preferrou chaics of all series then to the exclusion of the holders of the common shares the holders of the preferred shares of all series shall shimilitably in proportion to the amounts which they are respectively entitled to receive in the distribution of the entire amount of the assets of the corporation coording to the number of shares of all series of the preferred shares which they respectively hold

After payment to the holders of preferred sizes of all series of the full preferential amounts to vaich they respectively are entitled as aforesaid the holders of the common shares shall be cruitled to receive as a class, pro rata, all remaining assets of the corporation available for distribution to its shareholders

consolidation or merger of the corporation with or into another corporation or colporations or a sale, whether for cash shares of stock securities of

proportion of all or sub-tantially ll of the a cts of the composition shall not be deemed or construct to be a liquidation dissolution or vanding up of the composition viithin the meaning of this paragraph 5

Accumulations of dividends, whether aeclared or passed shall not bear interest

Creation of Scries of Preferred Slares Each series of preferred shares shall, from time to time, be created or provided for by resolution of the Pour of Directors Except as otherwise herein expressly provided, and within the limits and restrictions herein stated, the board of Directors is hereby granted authority by resolution to distinguish each scries from every other series of preferred shares in such manner by serial designation dividend rate or otherwise as the Board may determine to fix or alter the dividend rights dividend rate, conversion rights voting rights rights and terms of redemption (including sinking furd provisions), the redemption price or prices and the liquidation preferences of any holly unissued series and the number of sna cs constituting any such series and within the limits and restrictions, if any, stated in the resolution or resolutions originally fixing the number of shales constituting any series of preirred shares, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issuance of shares of such series, all in accordance with the laws of the State of California and all subject to the limitations and restrictions stated herein

### C General

1 Any unissued states of any class or series herein authorized may be issued from time to time

The the conformation in the number flower state of such conformations which he find from time to the by the found of Director and is may be permitted by the net the exitted of Incorporation

2 Ill preferrel shares and all co-or shares of the corpor tion shall he is und a fully paid indunous couple line

Upon the effectiven of fine a sense reacte SI/IH cache of share of \$10.00 par value componented shall be divided and converted into 228.8 shares of the \$1.0 mar value common shares authorized by this a leaded Article SI/IH.

of the Surviving Corporation s \$10.00 pir value Common Stock which is observable on the effective date of the merger shall be converted into 228.8 shares of the \$1.00 par value Common Stock of the Surviving Corporation as authorized by the Amendment to Article SINTH of the Arendees of Incorporation of the Surviving Corporation set forth in Larrylap is the eof

the outstanding common stock of Broadway shall be surrendered to the Surviving Corporation for cancellation. Fach holder of the Common stock of Broadway shall be entitled to receive 1 595 shares of the Surviving Corporation's Common Stock \$1 00 par value for each share of Broadway shall be entitled to receive to receive 880 shares of the Surviving Corporation's Common shall be entitled to receive 880 shares of the Sirviving Corporation s Common Stock \$1 00 par value, for each share of Alum-a-norm shall be entitled to receive 880 shares of the Sirviving Corporation s Common Stock \$1 00 par value, for each share of Alum-a form surrendered by him. Each holder of the Common Stock of Poblic Tril (other than the Si-viving Corporation which owns 50 of the outstanding

the Sirviving Congor that Conon Stock \$1.00 privalic for e on ship or toblin strrencesco by not

- 8 Upon the effectiveness of the many rith stated caust 1 of the Sirv ing Corporation shill be an amount equal to the raming if e pin value of the shares them outstanding and the earned surplus of the Surviving Corporation shall be in amount equal to the total earned trills of the constituent corporations lessened by the appropriate changes thereto for addition to stated capital
- 9 This Merger Agreement shall be submitted to the respective shareholders of the contituent corporations for their approval in the manner provided by the applicable laws of the State of California. After approval by the vote of the holders of not less than two-thirds of the issued and outstanding shares of each corporation, the Agreement of Merger shall be filed as required by the last of the State of California.
- nny in their discretion, abandon this meiger subject to the rights of third parties under any contracts relating thereto, without further action or approval by the shareholders of the corporation, at any time before the merger has been colleted
- 11 This Agreement of Merrel may be executed in any number of counterparts and all such counterparts and copies shall be and constitute an original instrument

IN WITH'SS WHEREOF THE PART'ES HERF to have caused this Agreement of lorger to be executed by their respective therough duly authorized and have caused their respective

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[SEAL]

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On Octob 1 _/ 196, before no the under igner n Notaly Junder on and for size State personally appeared ROLANDI SAH , known to be to be the President and Challif IANCHY lion to be to be the Secretary of FIDER JUDUSTRIES, the corporation that a could the within in truncat kno a to me to be the persons the executed the tithin instrument or behalf of the corporation there normed and acknowledged to me that such corporation coeduted the within instrument pursuant to its by las or a resolution of its bond of directors

WIINI'S my hand and official seal



County and State

SMAIR OF CALIFORNIA COUNTY OF LOS ATGLES

On October 1, 1, 1969, before me, the undersigned a Notary Public in and for said State personally appeared POLAND P SYHII Anown to me to re the President and RYMONA A SAHM, known to me to be the Secretary of BPOADLAY METALS AND FABRICATORS the corporation that executed the within instrument known to me to be the persons who evecuted the within instrument on behalf of the corporation therein ramed and acknowledged to me that such corporation executed the v thin instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

County and State

My Comm 1, 5 5 6 121 19/1

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STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )

On October 21 1969, before me the undersigned, a Notary Public in and for said State personally appeared ROLAND R SAHM, known to me to be the President, and JEW LI D HALL, known to me to be the Secretary of ALUM-A-FORM COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

Notary Public in and for said, The County and State

My Comm

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STATE OF CALIFORNIA )
COUNTY OF LOS ANGEIES )

On October 21 1969 before me the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS SAHM, known to me to be the President, and LINDA SAHM, known to me to be the Secretary of MOBIL TRIM, INC, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

Notary Public in and or said
County and State

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RESTATED

ARTICLES OF INCORPORATION

OF

ELIXIR INDUSTRIES

(As Amended Through March 1 1970)

The urdersigned ROLAND R SAHM and CHARLIE W LANGLEY, hereby certify that they are respectively the duly elected and acting President and Secretary of ELIXIR INDUSTRIES a California corporation and that the following correctly sets forth the text of the Articles of Incorporation of said corporation, as amended to the date of this certificate

RESTATED ARTICLES OF INCORPORATION

OF

### ELIXIR INDUSTRIES

KNOW ALL MEN BY THESE PRESENTS

That we this day have associated ourselves together for the purpose of forming a corporation under the laws of the State of California,

And we hereby certify that have

TRET The name of the corporation shall be ELIXIR INDUSTRIES

SECOND The purposes for which said corporation is formed are

(a) The primary purpose of this corporation is to manufacture,

produce develop, use buy sell and generally deal in at whole-sale and/or at retail, as principal egent broker and/or jobber, oils, pigments, paints, varnishes, lacquers and dyes

- (b) To buy, sell trade, lease exchange and acquire property, both real and personal improved and unimproved, to erect build, and construct dwellings, homes, residences, apartment houses, stores factories and buildings of any and every kind and description, to engage generally in the business of contracting and construction work and improving of real property generally
- (c) To manufacture, export, import, buy, sell and generally deal in goods, wares merchandise and property of every class and description, to purchase, lease or otherwise acquire all kinds of personal property which the corporation may deem necessary or convenient for the purpose of its business
- (d) To purchase, lease or otherwise acquire real estate, improved and unimproved, without limit as to amount, in any state or territory of the United States or foreigr countries, to construct and maintain warehouses, factories, shipping stations, receiving stations and storage plants for and in connection with the purposes above mentioned
- (e) To acquire, by purchase or otherwise, where of capital stock and bonds of its own and of other corporations, debentures and other securities, to exchange the shares of the capital stock of this corporation, or any part thereof, for shares of the capital stock or bonds of other corporations, or for real or personal property of any kind, to borrow money and to hypothecate or pladge any personal property of the corporation, including bonds or stock

of its own issue as security therefor, to create and issue bonds of the corporation and to make, give and execute trust deeds or mortgages covering any or all real or personal property of the corporation to secure such bonds issued to lend money with or without security and to invest the funds of the corporation in any character of investment deemed proper by the Board of Directors (f) To act as agent, factor or broker in the purchase of or sale for commission or otherwise in any and all property or properties as heretofore set forth

- (g) To acquire patent rights, licenses, privileges, inventions trademarks trade names and pending applications therefor, relating to or useful in connection with any of the business of the corporation
- (h) To sell any real or personal property of the corporation any any time and to divide the proceeds among the stockholders, or to divide any real or personal property of the corporation among the stockholders, in proportion to their respective holdings
- (1) To carry on a general mercantile business of every kind, character and description, both wholesale and retail, and to operate retail stores and to buy, sell, exchange, barter in goods, wares and merchandise of every kind, character and description and for the purpose thereof do any and all things convenient with the carrying on of said business
- (j) To transact or perform any other business in connection with, or in furtherance of the object and purposes aforesaid, which the Board of Director may seem proper, to all intents and purposes, and to the same extent as fully as an individual

would have such right and power

(k) The foregoing clauses shall be construed as objects and powers but no recitation, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive but it is hereby expressly declared that all other lawful powers not inconsistent therewith are hereby included.

THIRD That the principal office for the transaction of the business of said corporation is to be located in the County of Los Angeles, State of California

FO'RTH That the number of directors of said corporation is three (3) and that the names and addresses of those who were appointed for the first year, and until the election and qualification of their successors are as follows

ROLAND R SAHM

9801 Fourth Avenue, Inglewood, California

RAMONA SAHM

9801 Fourth Avenue, Inglewood, California

HAZEL PALMER

820 West 92nd Street, Los Angeles 44, California

FIFTH That the number of directors of this corporation may be changed in the manner prescribed by law, either by an amendment to the Articles of Incorporation or the adoption of a By-Law so to do

SIXTH The total number of shares which this corporation is authorized to issue is six million (6,000,000) shares, consisting of two classes designated, respectively, as preferred shares and common shares. The aggregate par value for all of

such shares is six million dollars (\$6,000 000 00) and the par value of each of such shares is \$1.00. The number of authorized preferred shares is one million (* 900 000) shares. The number of authorized common shares is five million (5,000,000) shares.

A tatement of the rights, preferences, privileges and restrictions granted to or imposed upon the respective classes and series of shares or upon the holders thereof is as follows

A Provisions Applicable to All Series of Preferred Shares and to the Common Shares

Provisions Applicable to All Preferred Shares The preferred shares shall be issuable in one or more Except as otherwise expressly provided by series California law or these Articles of Incorporation, there shall be no limitation or restriction on variation between any of the different series of preferred shares All preferred shares of all series shall share pro rata in the payment of all dividends on the preferred shares at the various rates fixed for each series and in any amounts payable or distributable upon liquidation, dissolution or winding up of the corporation to the extent of the respective liquidation preferences fixed for each series and, except for variations between the different series of preferred shares, as herein expressly provided or permitted, all series of preferred shares shall rank pari passu All preferred shares of any one series shall be entitled to the same dividend rate and shall have the same voting, relemption, conversion, liquidation and other rights preferences, privileges and restrictions

2 Dividend Rights The holders of the preferred shares of all series shall be entitled to receive, when and as declared by the Board of Directors, dividends at the rate or laces fixed for the respective series, and no more, without priority of one series over any other series, out of funds of the corporation legally a sailable therefor payable in cash quarterly or at such other intervals and on such dates as may be fixed by the Board of Directors as to any series of preferred shares (the periods between any such dates, commencing on such dates, being herein designated as "dividend D_vidends on the preferred shares of each periods") series shall be cumulative from and after such date as may be fixed by the Board of Directors prior to the issuance thereof Such dividends on the preferred shares of all series shall be declared and paid or set apart for payment before any dividend shall be declar_d or paid or set apart for payment on, or any other distribution made in respect of the common shares and shall be cumulative as above provided so that if in any dividend period, dividends at the respective rates fixed for each such series shall not have been declared and paid or set apait for payment on all outstanding shares of each such series for such dividend period and all preceding dividend periods from and after the

date from which dividends on each such seles shall be cumulative, then the aggregate deficiency shall be fully paid or declared and set aside for payment but without interest, before any dividends shall be declared or paid or set apart for payment on or any other distribution made in respect of the common shares

After full cumulative dividends on the outstanding preferred shares of all series shall have been paid or set apart for payment for all previous dividend periods and for the then current dividend period, as above provided and after sufficient funds shill have been set a ide to meet all matured obligation, if any of the corporation with respect to all sirking funds, retirement funds or purchase funds for any series of preferred shares then and not otherwise, so long as any preferred shares of any series shall remain outstanding dividends may be declared and paid or set apart for payment on the commonshares in the discretion of the Board of Directors out of any funds of the corporation thereafter remaining and legally available therefor

Josting Rights Except as otherwise expressly provided by California law or these Articles of Incorporation or the resolution or resolutions of the Board of Directors providing for the issue of a series of preferred shares, the holders of the common shares shall postess exclusive voting power for the election of directors and for all other purposes. Every holder of

record of common shares entitled to vote and, except as otherwise expressly provided in the resolution or resolutions of the Board of Directors providing for the issue of a series of preferred shares, every holder of record of any series of preferred shares at the time entitled to vote shall be entitled to one vote for each share held. At all elections of directors of the corporation each shareholder entitled to vote shall have the right to cumulate his votes.

4 Redemption Provisions Every series of preferred shares shall be subject to redemption at the election of the corporation (including by operation of any sinking fund provisions) in whole or in part at such time or times, at such price or prices and upon such other terms and conditions, not inconsistent with the e press provisions of these Articles of Incorporation, as shall be fixed in the resolution or resolutions of the Board of Directors providing for the issue of such series of preferred shares.

The following additional conditions shall apply to the redemption of all series of preferred shares

Notice of any proposed redemption shall be given by the corporation by publication (not less than 30 days nor more than 90 days prior to the redemption date) at least once in a newspaper printed in the English language and published and of general circulation in the City of Los Angeles State of California upon any secular date

of the week, stating such alection on the part of the corporation and that on the redemption date there will become due and payable upon each of the shares to be redeemed, at the place or places specified in such notice, the applicable redemption price there. specified, and accrued and unpaid dividends to the redemption date A similar notice shall be mailed by the corporation postage prepaid, not less than 30 days nor more than 90 days prior to the date fixed for redemption to each holder of record of such shares to be redeemed at his address as shown on the records of the corporation. The failure to mail such notice or any defect in such mailing shail not invalidate the redemption of such shares.

If less than all the preferred shares of any series are to be redeemed, redemption shallbe made by lot or pro rata in any manner determined by the Board of Directors to be fair and proper and the notice of redemption shall specify the shares to be redeemed. From and after the date fixed for redemption, unless default shall be made by the corporation in payment of the redemption price all dividends on the preferred shares called for redemption shall cease to accrue and all rights of the holders of such preferred chares as shareholders of the corporation shall cease and terminate, except the right to receive the applicable redemption plice, without interest upon surrerder of the certificater representing the preferred slares so called for

redemption duly endorsed for transfer if required

If the corporation on or prior to the date fixed for the redemption of any of the preferred shares, shall deposit with a bank or trust company doing business in Los Angeles, California, as a trust fund for the benefit of the respective holders of such shares to be redeemed, sums sufficient to redeem such shares called for redemption, with irrevocable instructions and authority to such depositary to publish in the name of the corporation the notice of redemption thereof (if not theretofore published) and to pay on or after the date fixed for such redemptior to the respective holders of such shures the redemption price thereof upon surrender of the certificates representing the shares so called for redemption then from and after the time of such deposit (although prior to the date fixed for redemption) such shares so called for redemption shall be deemed to be redeemed and dividends thereon shall cease to accrue after sa_d date fixed for redemption Said deposit shall be deemed to constitute full payment of such shares to the respective holders thereof and such shares shall no longer be deemed to be outstanding and the holders thereof shall cease to be shareholders with respect to such shares and shall have no rights with respect thereto, except only the right to receive from such bank or trust company payment of the redemption price of such shares, without interest, upon surrender of the ceitificates

representing the shares so called for redemption and the right to exercise any existing conversion rights in accordance with the express terms of such shares. All funds so deposited and not used for redemption because of any such conversions shall be returned to the corporation

No redemption or purchase of any preferred shares of any series, through the operation of any sinking fund, or otherwise, shall be made unless full cumulative dividends on all preferred snares of all ceries then outstanding which are not to be redeemed or purchased, to the end of the dividend period next preceding such redemption or purchase (and for the current dividend period if such redemption or purchase is on a dividend payment date), shall have been paid or declared and set apart for payment, and unless all matured obligations of the corporation with respect to all sinking funds for all series of preferred shares then outstarding have been met Subject to the foregoing, the corporation maj, to the .... extent permitted by California law, purchase or acquire preferred shares of any series (in addition to purchases through the respective sinking funds for such series) at prices not exceeding the respective then applicable voluntary redemption prices thereof, plus customary brokerage commissions paid in connection with the purchase or acquisition thereof

5 Liquidation Rights In the event of any liquidation,

dissolution or winding up of the corporation voluntary or involuntary the holders of all preferred shares of all series shall be entitled to be paid in full out of the assets of the corporation without priority between series the respective voluntary or involuntary liquidation price fixed for such series, and no more, plus all accived and unpaid dividends thereon to the date that payment is made available to the holders of such shares, prior to any payment or distribution of any assets of cne corporation to the holders of the common shares upon any voluntary or involuntary liquidation dissolution or winding up of the corporation, the assets of the corporation shall be insufficient to permit the payment in full of the amounts payable as aforesaid to the holdels of the preferred shares of all series, then to the exclusion of the holders of the common shales the holders of the preferred shares of all series shall share ratably in proportion to the amounts which they are respectively intitled to receive in the distribution of the entire amount of  $t^1$ ie assets of the corporation according to the number of shares of all series of the preferred shares which they respectively hold

After payment to the holders of preferred shares of all series of the full pre-clential amounts to which they respectively are entitled, as aforesaid, the holders of the common shares shall be entitled to receive as a class, pro-rata, all remaining assets of the corporation

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available for distribution to its shareholders

Consolidation or merger of the corporation with or into another corporation or corporations, or a sale, whether for cash, shares of stock securities or properties, of all or substantially all of the assets of the corporation, shall not be deemed or construed to be a liquidation, dissolution or winding up of the corporation within the meaning of this paragraph 5

Accumulations of dividends, whether declared or passed shall not bear interest

B Creation of Series of Preferred Shares

Each series of preferred shares shall, from time to time, be created or provided for by resolution of the Board of Except as otherwise herein expressly provided, and within the limits and restrictions herein stated, the Board of Directors is hereby granted authority by resolution to distinguish each series from every other series of preferred shares in such manner by serial designation, dividend rate or otherwise as the Board may determine, to fix or alter the dividend rights, dividend rate, conversion rights voting rights, rights and terms of redemption (including sinking fund provisions); the redemption price or prices, and the liquidation preferences of any wholly unissued series, and the number of shares constituting any such series, and within the limits and restrictions, if any, stated in the resolution or resolutions originally fixing the number of shares constituting any series of preferred shares, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series

subsequent to the issuance of shares of such series all in accordance with the laws of the State of California and all subject to the limitations and restrictions stated herein

#### C General

- 1 Any unissued shares of any class or series herein authorized may be issued from time to time by the corporation in such manner amounts and for such consideration as shall be fixed from time to time by the Board of Directors and as may be permitted by law and these Articles of Incorporation
- 2 All preferred shares and all common shares of the corporation shall be issued as fully paid and ronassessable shares

tpon the effectiveress of this amended Article SIXTH each outstanding share of \$10 00 par value common stock shall be divided and converted into 228 3 shares of the \$1 00 par value common shares authorized by this amended Article SIXTH

SEVENTH That there have been no subscriptions to the shares of this corporation

IN WITNESS WHEREOF the undersigned have executed this certificate this 16th day of March, 1970

ROLAND R SAHM (
President of Elixir Industries

CHARLIE W LANGLEY

Secretary of Elixir Industries

# AFFIDAVIT OF OFFICERS OF ELIXIR INDUSTRIES

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

ROLAND R SAHM and CHARLIE W LANG'EY, and each of them, being first duly sworn, depose and say

That ROLAND R SAHM is the President and CHARLIE W LANGLEY is the Secretary of CLIXIR INDUSTRIES, a California corporation,

That at a special meeting of the Board of Directors four corporation duly held at its principal office for the transaction of business at Cardena, California, at 4 00 o'clock P M on the 16th day of Febru fy, 1970, at which meeting there was at all times present and acting a quorum or the members of said Board, they were duly authorized by resolution of said Board of Directors adopted on said date to execute and file or cause to be filed with the Secretary of State of the State of California the certificate of Restated Articles of Incorporation and ed hereto, and

That the certificate of Restated Articles of Incorporation of said corporation annexed hereto correctly sets forth the text

of-che-Articles_of-Incorporation_of-Elixir_Industries_as_as_amended_

to the date of said certificate

Charle W Jangles

Subscribed and sworn to before me this 23 day of Margh, 1970

Notary Public in and for said

County and State
My Commission Expires

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CEPTIFICATE OF OWN ERSHIP

ELIXIR INDUSTRIES

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Llixir Industries, a California corporation does nereby certif/ that

- Elixir Industries owns all the outstanding shares of EIA a California corporation Inc
- At a special neeting of the board of directors of Elixir Industries only held the following resolutions were adopted by a majority of said board of directors to merge EIA into Elixir Indistrics and to assure all of its obligations

this corporation owns all of the DEREA shares of EIA Irc

WHEREAS I is deemed advisable and for the best interests of this corporation and its shareholders that EIA Inc be merged into this corporation

NOW THEREFORE be it resol ed that this corporation merge EIA Inc it wholly owned subsidiary into itself and assume all the obligations of said subsidiary pursuant to Section 4124 of the Torporations Code of California and The Action

FURTHFR RESOLVED that the president or a vice-president and the secretary or an assistant secretary of this corporation be and they hereby are authorized and directed to execute and file a Certificate of Ownership pursuant to Section 4.24 of the Corporations Code of California and to do any and all things and to execute any and all documents which they consider necessary and properly in order to consummate said merger

3 Said meeting of the board of directors of Elixir Industries at which the foregoing resolutions were adopted was held at Gardena California at 4 00 p m, on the 23rd day of August 1971 that the number of directors of Elixir Industries is six that there were at all times present and acting at said meeting five directors constituting a quorum of said board that five directors voted in favor of the adoption of said resolutions and no directors voted against the adoption thereof

IN WIT ESS INCREOF Elixir Industries has executed this certificate the 24th day of August 1971

ELIXIR INDUSTRIES

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and

Charle W Trucker Secretary

## **VERIFICATION**

COUNTY of Los Angeles)

The undersigned respectivel/ President and Secretary of Elixir Industries being first duly sworn declare as follows

I have read the foregoing Certificate of Ownership and know the contents thereof The matters set forth in said certificate are true of my own knowledge

JERRY RAPPORT/ President of Elixir Industries

Secretary of Elixii Industries

The foregoing affidavit was subscribed and sworn to bord me a notary public for said county and state on August 24

1971 by Jerry Rapport and Charlie W Langley respectively the President and Secretary of Elixir Industries a California

corporation

Notary Public

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CERTIFICATE OF OWNFRSHIP
ON MERGER OF SUBSIDIARY CORPORATION

the Company") does hereby certify and state

- (a) That the Company owrs all of the outstanding stock of Custom Aluminum Manufacturing Inc. a Washington corporation
- (b) That at a meeting of the Board of Directors of the Company the following resolutions were adopted by a majority of its Board of Directors to merge Custom Aluminum Manufacturing Inc. a Washington corporation and to assulable all its obligations

WHEREAS this corporation owns all the outstanding stock of Custom Aluminum Manufacturing Inc a Washington corpo ation and

WHEREAS it is deemed advisable and in the best interests of this corporation and its shareholders that Custon Aluminum Manufacturing Inc be mcrged into this corporation with this corporation assuming all of the obligations of Custom Aluminum Manufacturing Inc

NOW, THEREFORE, BE IT RESOLVED, that Custom Aluminum Manufacturing, Inc. be merged into this corporation with this corporation assuming all of the obligations of Custom Aluminum Manufacturing Inc. pursuant to California Corporations Code Section 412+

RESOLVED, FURTHER that the president of vice president and secretary or assistant secretary be and they hereby are authorized and directed to execute and file a certificate of ownership as required by California Colporations Code Section 4124 and take such further action as may be necessary or proper to accomplish such merger

(c) That the meeting of the Board of Directors at which said resolutions were adopted was duly neid on the lith day of July at the hour of 1 30 o'clock P i at 17809 South Broadway in the City of Cardenia State of California and that said resolutions were adopted by the affirmative vote of five directors the authorised and elected number of directors on the Board being seven five of whom were present and voting at said meeting

DATED July 18 1972

ELIXIR INDUSTRIES

Jerry Rapport
President

By Whale W facelles
Charlie W Langley
Secretary

Jerry Rapport and Charlie W Langley the president and secretary respectively, of Elixir Industries, a California corporation each state

I declare under penalty of perjury that the foregoing is true and correct

Executed on the <u>18</u> day of July 1972, at Gardena, California

Jerry Rapport

Jerry Rapport

Charlie W Languey

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LERGIR OF SUBSIDIARY CORPORATION
CLRTIFICATE OF OW ERSTIP

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Jerry Rapport and Charlie W Langley hereby do certify that they are and at all times herein mentioned have been re pectively the Pr_sident and Secretary of Elikir Industries a California corporation and hereby do rurther certif and state

- (a) T t sa d corporation owns all the outstanding stock of iTC suppl/Co Inc a Kansas corporation
- (b) That at a meeting of the Board of Directors of said corporation the following resolutions were unanimously adopted by its Board of Directors to merge MTC Supply Co. Inc. a Kansas corporation and to assume all its obligations

WHEREAS this corporation is the owner of all of the issued and outstanding stock of MTC Supply Co Inc a ransas corporation and

WHL EAS it is deemed advisable and in the best interests of this corpora in and its stareholders that this corporation merge MT lumply Co. Inc. and assume all its obligations

RESOLVED FURTHER that the President and Secretary be and they hereby are authorized and directed to execute and file a certificate of ownership as required by California Corporations Code Section 4124 and take such further action as may be necessary or proper to accomplish such merger

RESOL/ED FURTHER, that the taking of any action by any officer of this corporation pursuant to the resolutions this day adopted with respect to the merger of MTC Supply Co Inc be conclusive evidence that such action was deemed by such officer to be necessary or proper to carry out the intent of such resolutions

(c) That the meeting of the Board of Directors at which such resolutions were adopted was duly held on the fifth day of December, 1972, at 17809 South Broadway, in the City of Gardena, State of California and that said

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lesolutions were adopted by the vote of seven (7) directors, the authorized and elected number of directors on the Board being even (7), all of whom were present and voting at said meeting

IN WITNESS WHEREOF, the undersigned having executed this certificate on this day of December, 1972

ELIXIR INDUSTRIES

Marlin W. Landon

Jerry Rapport and Charlie & Langley, the President and Secretary, r spectively, of Elixir Industries, a California corporation each says

I declare under penalty of perjury that the foregoing is true and correct

Executed on the Andrew day of December, 1972 at Gardena California

Signal /

SURV 275295- M281011

LRCER OF SUBSIDIARY C REPRATION (Z-TIFICATE OF OUNLASHIP

FILED 15 2 1972

Riefficia

Jerry Pipport and Charlie Langle, mereby do certify that they are and at all times herein mentioned nave been respectively the President and Secretary of Elivir Industrie a California or pocation and hereby do further certify and state

- (a) That said corporation owns all the outstanding stock of Fumetco, Inc. a Kansas corporation
- (b) hat at a meeting of the Board or Directors of said corporation the following resolutions were unanimously adopted by its Board of Directors to merge function. Including a Kansas corporation and to assume all its obligations

WHEREAS, this corporation is the owner of all of the issued and outstanding stock of Fumetco Inc. a ransas corporation and

WHEREAS it is die ea advisable and in the best interests of this conjoration and its shareholders that this corporation merge Fume co, Inc. and assume all its obligations

NO! THEREFORE BE IT RESOLVED that this corporation merge Function Inc. into itself and assume all its obligations pursuant to California Corporations code Section 4124

RESOLVED FURTHER that the President and Secretary pe and they hereby are authorized and directed to execute and file a certificate of ownership as required by California Corporations Code Section 4124 and take such rurther action as may be necessary or proper to accomplish such merger

RESOLVED FURTHER, that the taking of any action by any officer of this corporation pursuant to the resolutions this day adopted with respect to the merger of Fumetco Inc be conclusive evidence that such action was deemed by such officer to be necessary or proper to carry out the intent of such resolutions

(c) That the meeting of the Board of Directors at which such resolutions were adopted was duly held on the fifth day of December, 1972, at 17809 South Broadway, in the City of Gardena, State of California, and that said

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resolutions were adopted by the vote of seven (7) directors the authorized and elected number of directors on the Board being seven (7) all of whom were present and voting at said meeting

IN WITNES, WHFRFOF, the undersigned having executed this certificate or this 19% day of December,  $19^72$ 

ELIXIR INDUSTRIES

Jerry Rapport and Charlie W Langley, the President and Secretary, respectively, of Elixir Indistries, a California corporation each says

I declare under penalty of perjury that the foregoing is true and correct

Executed on the  $\frac{19^{-10}}{100}$  day of December, 1972 at Gardena, California

Cherlew Longle,

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CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF

MAR 9 1973

EDMUND OF BROWN IT SACRETORY OF STATE

By

Deputy

ELIYIR INDUSTRIES

The undersigned JERRY RAPPORT and DAVID D STERNS do hereby certify that they are respectively and have been at all times herein mentioned the duly elected and acting President and Assistant Secretary of ELIXIR INDUSTRIES a California corporation and further that

One At a regular meeting of the Poard of Eirectors of said corporation duly held at its principal office for the transaction of business at 17809 South Broadway

Cardena California at 2 00 P M on the 29th day of August

1972 at which meeting there was at all times present and acting a quorum of the members of said Board the following recolution was duly adopted

RESOLVED that the first paragraph of Article SIXTH of the Articles of Incorporation of this corporation which presently reads as follows

SIXTH The total number of shares which this corporation is authorized to issue is six million (6 000 000) shares consisting of two classes designated respectively as preferred shares and common shares. The aggregate par value for all of such shares is six million dollars (\$6 000 000) and the par value of each of such shares is \$1 00. The lumber of authorized preferred shares is one million (1 000 000) shares. The number of authorized common shares is five million (1 000 000) shares.

is hereby amended to read as follows

SIXTU The total number of snares which this corporation is authorized to issue is sixteen million (16 000 000) shares consisting of two classes designated respectively as preferred shares and common shares. The aggregate par value for all of such shares is sixteen million dollars (\$16 000 000) and the par value of e horized such shares is \$1.70. The rurbel of the corporation of the number of authorized common shares is fifteer million (1 000 000) shares.

Two The shareholders have adopted said amendment by resolution at an Annual Meeting held at Gardena California on September 25 1972. The wording of the amended Article as set forth in the shareholders resolution is the same as that set forth in the directors resolution in One above.

matively for the adoption of shares which voted affirmatively for the adoption of said resolution is 3,005,683 and the total number of share entitled to one on or consent to said arendment is 4 394 617

Jerry Repport /Fresident

David D Stern Assistant Secretary

Each of the undersigned declares and r penalty of perjury that the matters se forth in the foregoing Certificate are true and correct

Executed at Gardena California on February 27

Jerry Papport

David D Sterns

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| FI IXIR INDUSTRIES

CERTIFICATE OF OWNERSHIP

FILED
in the office of the Secretary of State
of the Snake of Cellifor ia

JUN 28 1974

EDMUND & BROWN is Secretary of State

ELIXIR INDUSTRIES, a California corporation does hereby

Deputy

- l ELIXIR INDUSTRIES owns all of the outstanding shares of ATOMIC DISPOSER CORP a California corporation
- The following resolutions to merge ATOMIC DISPOSER CORP into ELIXIR INDUSTRIES and to assume all of its obligations were adopted by action of a majority f the Board of Directors of ELIXIR INDUSTRIES at a meeting duly called and noticed at which a quorum was at all times present and acting

WHEREAS, this corporation owns all the shares of ATOMIC DISPOSER CORP a California corporation and

WHEREAS it is deemed advisable to simplify its corporate structure and otherwise in the best interests of this corporation and its shareholders that ATOMIC DISPOSER CORP be merged into this corporation

NOW THEREFORE BE IT RESOLVED that this corporation merge ATOMIC DISPOSER CORP its wholly owned subsidiary, nto itself and assume all of the obligations of said subsidiary pursuant to Section 4124 of the California Corporations Code and

RESOLVED FURTHER that the Piesident or any Vice President and the Secretary or an Assistant Secretary of this corporation be and they hereby are authorized and directed to recute and file a Certificate of Ownership in acco dance with Section 4124 of the California Corporations Code, and to do any and all things and to execute any and all documents which they in their discretion, consider necessary and proper in order to consummate said merger

IN WITNESS WHEREOF, ELIXIR INDUSTRIES has executed this certificate this 26th day of June, 1974

ELIXIR INDISTRIES

Dav_d Sterns, V

, Vice Preside

Philip H Kaplar, Secretary

DAVID D STERNS and PHILIP H KAPLAN, the Vice P esident; and Secretary, respectively, of ELIXIR INDUSTRIES, a C lifornia corporation, each say

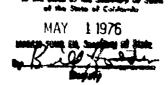
I declare under penalty of perjury that the foregoing is true and correct

Executed on this 26th day of June 1974, at Carson , California

PALLO H KAPLAN

CL TI LCAI' )" ON ALRCHIP ON AERGER

r SU TI Y CORPORATION



بالمتعالية وبويد محدود بالمريد للا المرادوة والمتداووا بالر

Makes To Park Bake Token an the undersigned David D. Sterns and Lee M.

To ester areb cert fy that we are and at all times herei me tioned rave leen les octively the President and Secretar, or of hir Industries (a California cormonation and e to do turt or entif and that e

t said corporation or mall the outstanin stock of & L Extrusions Inc a California cor_oration

/b) That at a meeting of the moard of Directors of said corlolation the following resolutions were adopted by a majoric of its Board of Directors to merge R & L Extrusions I california corporation and to assume all its onling tions

WhERE'S this corporation owns all the outstanding Lock of R & Exerusio s Inc. a California corporation ara

WHL WLAS it is deemed advisable and in the best interests of this corroration and its shareholders that t is corporation merge R & i Frirusions Irc and assume ell its obligations

NOW THEREFORE BE IF RESOLVED that this corporation merge R & T Extrusions, into tself and assume all its obligations pursuant to California Corporations Code Section 4124

RESOLVED FURTHER, that the President and Secre ar, be and they hereby are authorized and directed to execut and file a Certificate of Ownership as required by California Corporations Code Section 4124 and take such further action as may be necessary or proper to accomplish such merger

(c) That the meeting of the loard or Directors at high said resolutions were adopted was duly held on the 7th day of April 1976 at the hour of 1 30 pm at *17809*South*Broadway*, in the City of Gardena State of April 2016 and that said resolutions were adopted by the unanimous vote of the Directors the authorized and elected number of Directors on the Board being seven, all of whom were present and lotting at a directing

ELIYIT 1 DUSTRIES

David D Scerns President

By Lee 1) - Lacett.

Lee 1 Forrester Secretary

David E Sterns ad Lcc if Foirester the President and Secretary respectively of Elixir Industries a California corporation each says

I declare under penalty of perjury that the foregoing is true and correct

Executed on the <u>a i</u> da of April 1976 at Gardera California

David D Sterns

Lec III Sacretter

Lee M Forrester

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CERTIFICATE OF OWNERSHIP

DAVID D STERNS and LEE M FORRES ER certify

that

- They are the duly elected and acting President and Secretary respectively of Elixir Industries a California corporation (herein called this corporation)
- This corporation owns all of the outstanding shares of stock of Elixir Window Corporation a California corporation (below in this certificate called Subsidiary )
- At a duly held meeting of the board of directors of this corpolation the following resolutions were approved and adopted by a majority of its board of directors

RESOLVED that this corporation merge Elixir Window Corporation its subsidiary into itself and assume all its liabilities pursuant to Section 1110 of the California Corporation Code

RESOLVED FURTHER that the officers of this corporation be and each of them hereby is authorized and directed to take all such further action and to execute and deliver all such further documents as the officers acting shall determine to be necessary such determination to be conclusively evidenced by their action in the premises

Said meeting of the board of directors of this corporation at which the foregoing resolutions were adopted was held at Gardena California at 1 30 p m on the seventh day of December, 1977 the number of directors of this corporation is eight there were at all times present and voting at said meeting seven directors constituting a quorum of said board seven directors voted in favor of the adoption of said resolutions and no directors voted against the adoption thereof

IN WITNESS WHEREOF, the undersigned have executed this certificate on December 15, 1977

David D Sterns, President

Lee M Forrester, Secretary

## AFFIDAVIT OF VERIFICATION

STATE OF CALIFORNIA )

COUNTY OF LOS ANCELES )

DAVID D STERNS and LEE M FORRESTER being first duly sworn each for himself deposes and says that he has read the foregoing certificate and that the matters soft fouch therein are true and correct of his own newledge

Cauch & Straw President

Tee M Forrester, 'ecretary

Subscribed and sworn to before me this

15th day of December 1977

Notary Public

OFFICIAL SEAL
THOMAS C VAN TUYL
NOTA () PUBLIC CALIFORNIA
PRINCIPAL OF ICE IN
LOS ANG LES COUNTY
My Commiss on Exp res Vaich 31 1978

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CERTIFICATE OF OWNERSHIP

JAN 23 1978

DAVID D STERNS and LEE M FORRFSTFR certify

that

- l They are the duly elected and acting
  President and Secretary respectively, of Elixir Industries,
  a California corporation (herein called "this corporation")
- 2 This corporation owns all of the outstanding shares of stock of Elixir Exploration Company, a California corporation (below in this certificate called Subsidiary)
- 3 At a duly held meeting of the board of directors of this corporation the following resolutions were approved and adopted by a majority of its board of directors

RESOLVED that this corporation merge Elivir Exploration Company its subsidiary into itself and assume all its liabilities pursuant to Section 1110 of the California Coiporation Code

RESOLVED FURTHER that the officers of this corporation be and each of them hereby is authorized and directed to take all such further action and to execute and deliver all such further documents as the officers acting shall determine to be necessary such determination to be conclusively evidenced by their action in the premises

4 Said meeting of the board of directors of this corporation at which the foregoing resolutions were adopted was held at Gardena, California, at 1 30 p m on the seventh day of December, 1977 the number of directors of this corporation is eight there were at all times present and voting at said meeting seven directors, constituting a quorum of said board seven directors voted in favor of the adoption of said resolutions and no directors voted against the adoption thereof

IN WITNESS WHEREOF, the undersigned have executed this certificate on December /5 , 1977

David D Sterns, President

Lee M Forrester, Secretary

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## AFFIDAVIT OF VERIFICATION

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELFS )

DAVID D STERNS and LEE M FORRESTER being first duly sworn each for himself deposes and says chat he has read the foregoing certificate and that the ma ters set forth therein are true and correct of his own knowledge

David D Sterns President

Lee M Forrester Secretary

Subscribed and sworn to before me this

15⁻¹ day of December 1977

, Notary Public

O FICIAL SEAL
THOMAS C VAN TUYL
NOTALY PUBLIC CLIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
Commission Express March 31 1978

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of the State of C lifernia

FEB 2 4 1982 MARCH FONG EU Segretary of State

AGRETMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of January 22 1982, between ELIYIR INDUSTRIES, a California corporation (the Company ), and ELIXIR MERGER CORP, a California corporation ( Newco ) The Company and Newco are hereinafter collectivaly referred to as the Constituent Corporations "

## INTRODUCTION

The Company destres to merge with Newco and Newco desires to merge with and into the Company upon the terms and subject to the conditions of this Agreement

The authorized capital stock of Newco corsists of 1000 shares of Common Stock \$ 19 par value ( Newco Shares ) of which on the date hereof, 10 shares are issued and outstanding

The authorized capital stock of the Company consists of 15 000,000 shares of Common Stock | ar value \$1 00 per share (the Shares) of which on the date hereof 4 473 312 Shares are issued and outstanding, and 1,000 000 shares of Preferred Stock, par value \$1 00 per share (the Preferred Stock) of which on the date hereof, no shares were issued and outstanding

The parties hereto agree as follows

## ARTICLE I

## The Merger

Section 1 1 The Merger At the Effective Time of the Merger (as defined in Section 1 2), Newco shall be merged w th and into the Company (the "Merger") and the separate corporate existence of Newco shall thereupon cease The Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and the separate corporate existence of the Company, with all its purposes objects, rights privileges, immunities, powers and franchises, shall continue unaffected and unimpaired by the Merger viving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature and be subject to all the restrictions, disbilities and duties of each of the Constituent Corporations, and all the singular rights, privileges, immunities, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debt due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as

they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of California, in either of the Constituent Corporations shall not revert or oe in any way impaired but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired and all drbts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it

Section 1 2 Effective Time of the Merger The Merger shall become effective at such time as a copy of this Agreement is filed with the Secretary of State of California pursuant to Section 1103 of the California General Corporation Law The time and date on which the Merger becomes effective is herein called the "Effective Time'

#### ARTICLE II

# Articles of Incorporation and By-Laws of the Surviving Corporation

Section 2 l <u>Articles of Incorporation</u> The Articles of Incorporation of the Company as in effect at the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation

Section 2 2 <u>By-Laws</u> The By-Laws of the Company as in effect on the Effective Time of the Merger shall be the By-Laws of the Surviving Corporation

## ARTICLE III

#### Conversion of Shares

Section 3 1 <u>Conversion of Shares</u> At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of either the Company or Newco

- (a) Ail Newco Shares which are outstanding immediately prior to the Effective Time shall be converted into the same number and class of common shares of the Surviving Corporation thereafter Each certificate of Newco evidencing ownership of any such shares shall continue to evidence ownership of the same number of shares of Common Stock of the Surviving Coiporation
- (b) All Shares which are held in the Company's treasury immediately prior to the Effective Time shall be cancelled and no cash shall be paid or issued with respect thereto
- (c) All Shares which are owned by Newco immediately prior to the Fffective Time, by virtue of the Merger and without any action on the part of the holder

chereof, shall be calcelled and no cash shall be paid or issued with respect thereto

(d) Each Share which is outstanding immediately prior to the Effective Time (other than Shares cancelled as set forth in subsections (b) and 'c) hereof and Dissenting Shares, as hereinafter defined) by vire tue of the Merger and without any action on the part of the holder thereof shall be concerted into and shall represent the right to receive upon surrender \$10.00 cash

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- (e) Each outstanding Share as to which a written demand for appraisal is delivered to the Company within the time and in accordance with the provisions of Chapter 13 of the California General Corporation Law and not withdrawn or lost shall thereafter neither be entitled to vote for any purpose nor be entitled to the payment of dividends or other distributions, except the right to be paid fair value in respect of such Share and any other rights under such Chapter 13 Share shall not be converted into or represent a right to receive cash provided however, if the holder thereof withdraws or loses his right to appraisal of and payment for such Share under such Chapter 13 each such Thare shall be converted into cash in accordance with subsection (d) hereof All such Shares as to which such a written demand for appraisal is filed pursuant to hapter 13 and not withdrawn prior to the Effective Time, effectively withdrawn or lost are hereinafter called Dissenting Shares Any shaleholder duly filing such notice is hereinafter called a "Dissenting Shareholder" Each Dissenting Shareholder who becomes entitled pursuant to the provisions of said Chapter 13, to payment for such holder's Shares shall receive payment therefor from the Surviving Corporation (but only after the amount thereof shall have been agreed upon or finally determined pursuant to such provisions) and such Shares shill be cancelled
- (f) Each Dissenting Share for which the Dissenting Shareholder thereof shall fail to perfect or shall effectively withdraw or lose such 'alder's right to appraisal of and payment therefor under Chapter 13 of the California General Corporation Law shall be converted into cash as set forth in subsection (d) hereof
- (g) Each option to purchase Shares from the Company which is outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be cancelled and converted into and shall represent the right of the holder to receive an amount in cash equal to the number of Shares subject to such option multiplied by the difference between \$10 00 and the per share exercise price of such option
- (h) Promptly after the Effective Time the Paying Agent (as defined in Section 3 2 hereof' will send a notice and transmittal form to each holder of a certificate theretofore evidencing Shares (other than certificates representing Shares to be cancelled pursuant

to subsections (b) and (c) hereof), advising such holder of the terms of the exchange effected by the Merger and the procedure for surrendering to the Paving Agent such certificate or certificates for exchange into cash Each-holder of accertificate theretofore evidencing Shares converted into a right to receive cash pursuant to subsection (d) hereof, upon surrender of the same to the Paying Agent in accordance with such transmittal form, shall be entitled to receive in exchange for such certificate \$10.00 cash for each Share theretofore represented by the certificate or certificates so surrendered as provided in this Section 3.1 In no event shall the holder of any such surrendered certificates be entitled to receive interest on any of the funds to be received in the Merger

Section 3 2 Regarding the Paying Agent prior to the Effective Time, the Corpany shall designate a Paying agent (the "Paying Agent") a d deliver to the Paying Agent in trust cash, or a Letter of Credit in favor of the holders of certificates formerly representing Shares, irrevocable for the balance of one year after the Effective Time, in an amount sufficient to pay, promptly upon presentment of stock certificates to the Paying Agent, all amounts to which such holders other than Newco (which shall not be entitled to receive payment) will be entitled pursuant to Section 3 1 hereof (without regard to the possibility that certain shareholders may elect to pursue dissenters' rights under California 'aw) After the Effective Time each holder of an outstanding certificate or certificates which represented issued and outstanding Chares at the Effective Time shall be entitle upon surrender to the Paying Agent of such certificate or certificates for cancellation to receive \$10 00 in cash in exchange for each Share represented at the Effective Time by the certificate or certificates so surrendered Until so surrendered and exchanged, each outstarding certificate which at the Effective Fime represented Shares shall be deemed after the Effective Time for all purposes to represent only the right to receive \$10 00 in cash for each Share represented thereby If payment is to be made to a person other than the one in whose name the certificate is registered, it shall be a condition of such payment that the cer ificate so surrendered shall be properly endorsed (with all signature guarantees as may be required by the Pajing Agent) or otherwise in proper form for transfer and that the person requesting such payment shall pay to the Paying Agent any transfer or other taxes required by reason of the payrent to a person other than the registered holder of the certificate surrendered or establish to the satisfaction of the Paying Agent that such tax has been paid or is not applicable Promptly after the Effective Time, the Paying Agent shall mail to each record holder, as of the Effective Time, of an outstanding certificate or certificates which prior thereto represented Shares, a form of Letter of Transmittal and instructions for use in effecting the surrender of such certificate or certificates for pay-After the Effective Time, no transfer of the Shares mert issued and outstanding at the Effective Tim shall be entered on the share records of the Company, except for the new shares to be issued upon conversion of Newco's Cornon

Stock into shares of Common Stock of the Surviving Corporation-pursuant to Section 3 l of this Agreement Any cash deposited with the Paying Agent for the benefit of the hold rs of certificates formerly representing Shares which rema ns unclaimed may be delivered to the Surviving Corporation after the expiration of one year after the Effective Time (subject to abandoned property, escheat or other similar laws) by the Paying Agent and thereafter the Paying Agent shall not be liable to any person claiming the same and such person shall look solely to the Survicing Corpora-In add1 on upon receirt of a writt_on for such payment ten request from the Company specifying the number of shares of Company Common Stock as to which dissenters' appraisal rights have been perfected, the Pajing Agent shall deliver to the Company an amount of cash, or the Letter of Credit may be reduced by an amount, equal to the product of \$10 00 No interest times the number of such dissenting shares shall accrue or be payable to any former holder of Company Common Stock with respect to any cash held by the Paying Agent or the Surviving Corporation for the benefit of former holders of Company Common Stock

Section 3.3 Action Relative to Dissenting
Shareholders ne Company shall give Newco prompt notice
upon receipt by the Company of any written demand for appraisal. The Company agrees that prior to the Effective
Time it will not, except with the prior written consent of
Newco, voluntarily make any payment with respect to or
settle or offer to settle, any such demand for appraisal by
a Dissenting Shareholder and then, only to the extent so
agreed to by Newco in such writing

Section 3.4 Closing of Transfer Books Upon the Effective Time the stock transfer books of the Company shall be closed and no transfer of Shares shall thereafter be made

#### ARTICLE IV

## Representations and Warranties of Newco

Newco hereby represents and warrants as follows

Section 4 l Organization and Qualification
Nerco is a corporation duly organized, validly existing and
ir good standing under the laws of the State of California
and has the corporate power to carry on its basiness as it
is now being conducted and to can the properties and assets
it now owns

Section 4.2 Authority Relative to this Agreement Newso has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein has been duly authorized by the Board of Directors of Newco and the shareholder of Newco, and no other corporate proceedings on the part of Newco are necessary to authorize this Agreement and the transactions contemplated herein. Notwithstanding the foregoing, further corporate proceedings may be necessary to authorize the Financing or the Definitive Fi-

nancing Agreement (as hereinafter defined) Neither the execution and delivery of this Agreement by Newco, nor compliance by Newco with the terms and provisions hereof, will conflict with or result in the breach of any of the terms, conditions or provisions of the Certificate of Incorporation or By-Laws of Newco, or of any statute, judgment, order, injunction, decree regulation or ruling of any court or governmental authority to which Newco is subject No authorization, consent or approval of, or filing with any United States public body or authority is nece sary for the consummation by Newco of the transactions contemplated by this Agreement, except for any necessary filings, exemptions and no-action positions pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") and compliance with such Exchange Act No consent of any other third party is necessary for the consummation by Newco of any of the transactions contemplated by this Agreement

Section 4 3 No Prior Activities Newco has not incurred any liabilities or obligations, except those incurred in connection with its incorporation or with negotiation and consummation of this Agreement and the transactions contemplated herein newco has not engaged in any business or activities of any type or kind whatever, or entered into any agreements or arrangements with any person or entity, or is subject to or bound by any obligation or undertaking, which are not contemplated by this Agreement

Section 4.4 Commitments for the Financing
Newco has heretofore received a written commitment from a
responsible financial institution to provide a loan in an
amount sufficient to satisfy Newco's obligations pursuant to
Section 3.2 hereof (the "Financing") (which commitment is
subject to the negotiation preparation and execution of a
Definitive Financing Agreement, as hereinafter defined) it
being understood that the obligation of such financial institution under such agreement will be subject to the conditions therein

Section 4.5 <u>Proxy Statement</u> The information to be provided by Newco for use in the Proxy Statement shall be true and correct in all material respects and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein to make the statements made, in light of the circumstances under which they were made, not misleading

#### ARTICLF V

## Conduct of Business Prior to the Effective Time

Section 5 l <u>Conduct of Business Pending the</u>
<u>Merger</u> Prior to the Effective Time, unless Newco shall
otherwise agree in writing or unless heretofore disclosed by
the Company to Newco in writing

(a) The Company shall conduct its operations according to its ordinary and usual course of business, and the Company shall use its best efforts to preserve

intact its business organization, keep available the services of its officers and employees and maintain satisfactory relationships with lice isors suppliers, distributors, customers and others having contractual or business relationships with it

(b) The Company shall not (1) amend its Articles or Incorporation or By-Laws or (11) split combine or reclassify the outstanding Shares or declare set aside or pay any dividend of any type with respect to the capital stock of the Company

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- (c) The Company snall not (1) issue or agree to issue any additional Shares or shares of Preferred Stock (11) acquire or dispose of any substantial assets or (111 enter into any other naterial transaction or incur any material obligations and
- (d) The Company shall use its best efforts to preserve intact the business organization of the Company, to keep available the services of its present officers and key employees, and to preserve the good will of those having business relationships with it
- Secon 5 2 <u>Conduct of Business of Newco</u> During the period from the date of this Agreement to the Effective Time Newco shall not engage in any activities of any nature except as provided in or necessary to effectuate the transactions contemplated by this Agreement

#### ARTICLE V'

## Additional Covenants and Agreements

Section 6 1 Access and Information Company and Newco shall each afford to the other and to the other s accountants, counsel and other representatives full access during normal business hours throughour the period prior to the Effective Time to all of its properties books contracts, commitments and records and during such period, each shall furnish promptly to the other (1) a copy of each report schedule and other document filed or received by it pursuant to the requirements of federal or state securities laws and (11) all other information concerning its business properties and personnel as such other party may reasonably request, provided that no investigation pursuant to this Section 6 1 shall affect any representations or warranties or the conditions to the obligations of the part_es to consummate the Merger

Section 6.2 Proxy Statement The Company shall prepare and file with the SEC as soon as is reasonably practicable the Proxy Statement and Schedule 13k-3 Newco and the Company shall use all reasonable efforts to cooperate fully with each other in such preparation, filing and having such document cleared for dissemination by the SEC. The Company shall also take any action required to be taken under state blue sky, securities or corporation laws in connection with the Merger

The Company shall (1) for five years following consummation of the Merger refrain from amending its Certificate of Incorporation or By-Laws in any manner so as to preclude indemnification of its existing officers and directors to the maximum extent permitted by California law (11) for three years following consummation of the Merger will use its best efforts to maintain in full force and effect the existing insurance coverage for its existing officers and directors (111) pay the reasonable coursel fees and d sbursements (to the extent not paid under the insurance coverage provided in subsection (ii) hereof) incurred by its existing officers and directors in connection with any claim, action, suit, proceeding or investigation pertaining to (whether arising before or after the Effective Time of the Merger) their activities undertaken in good faith as officers or directors, as the case may be and (1v) indemnify and hold harmless its existing officers and directors against any loss, damage or expense (including reasonable counsel fees and disbursements) in connection with any claim, action, suit, proceeding or investigation certaining to (whether arising before or after the Effective Time of the Merger) their activities undertaken in good faith as officers or directors, as the The Company shall have the right to select case may be counsel to represent a party indemnified pursuant to the preceding sentence and to control the defense of any claim, but any such indemnified party shall have the right to participate therein through counsel of such indemnified party s own choosing but at such indemnified party's own expense

Shareholders' Approvals Section 6 3 pany shall call a meeting of its shareholders for the purpose of voting for the approval of this Agreement in accordance with the California General Corporation Law Such meeting shall be held not later than 45 days following the date upon which the Proxy Statement is cleared for dissemination and, in connection therewith the Company shall use its best efforts to obtain the approval of the Company's shareholders including, but not limited to, the recommendation of the Company's Board of Directors of the approval of this Agreement provided, however that the Board shall not be required to recommend such approval if it has not received from an investment banking firm satisfactory to it a written opinion (confirming such firm's prior op nion), dated a date not earlier than five days prior to the mailing of the Proxy Statement substantially to the effect that the cash per Share price to be paid on the Merger is fair from a financial point of view

Section 6 4 Expenses Whether or not the merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated herein shall be paid by the party incurring such expenses

Section 6 5 Option Plans Prior to the Effective Time the Company shall take all such action as is necessary and appropriate so that the options granted and outstanding immediately prior to the Effective Time may be cancelled pursuant to the terms of Section 3 1(g)

Section 6.6 Financing It is understood and agreed that all of the Financing is necessary to fund the Merger and the Surviving Corporation. Newco will use its best eforts to arrange such Financing as soon as practicable so that

- (a) on or before January 31, 1982 the Company shall have received true and correct copies of a fully executed and delivered definitive loan agreement (the Definitive Financing Agreement) from a responsible financial institution to provide the Financing at the Effective Time and
- (b) by the Effective rime, Newco, shall have used all reasonable efforts to satisfy all requirements of the Definitive Financing Agreement as condition- precedent to its closing all transactions constituting the Financing and to its drawing down the cash proceeds thereunder

The obligations contained in this Section 6 6 are not intended, nor shall they be construed, to benefit or confer any rights upon any person—firm or corporation other thin the Company

Section 6 7 Additional Agreements Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take or cause to be taken, all action and to do or cause to be done all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Ag eement subject, however, to the appropriate votes or shallholders of Newco and the Company

#### ARTICLE VII

## Conditions to the Merger

Section 7 l Conditions to Each Party s Obligation to Effect the Merger The respective obligation of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions

(a) This Agreement hall have been approved by the vote required by the California General Corporation Law. This Agreement shall also be approved at the meeting of the Company's shareholders referred to in Section 6.3 hereof by the favorable vote of a majority of the shares of Common Stock actually voted in person or by proxy at such meeting by the Public Shareholders (as hereinafter defined). Public Shareholders for the foregoing purposes shall be all holders of Common Stock of the Company or the record date set for such meeting of shareholders of its than Roland Sahm and members of Mr. Sahm's family for shares as to which they have a beneficial interest under applicable rule, under the Exchange Act.

- (b) The Definitive Financing Agreement shall be a legally valid and binding agreement of the respective parties thereto, enforceable in accordance with its terms (except as may be limited by bankruptry insolvency, moratorium or other similar laws or by legal or equitable principles relating to or limiting creditors' rights generally), and each of he Company and Newco shall have received a certificate from each of the parties thereto, certifying to each of the foregoing effects
- (c) The Company and Newco shall have obtained any and all permits authorizations, consents or approvals of any public body or authority, required for the lawful consummation of the Merger
- ,d) The Company shall have received an opinion from tax counsel satisfactory to the Company substantially to the effect that, subject only to normal assumptions and exceptions all Public Shareholders who hold their shares of Common Stock as a capital asset will for federal, income, tax purposes recognize a capital gain or a capital loss upon exchange of their Shares for cash in the Merger
- Section 7 2 <u>Conditions to Obligation of the</u>

  Company to Effect the Merger The obligation of the Company
  to effect the Merger shall be subject to the fulfillment at
  or prior to the Effective time of the following conditions
  - (a) Newco shall have performed its covenants and agreements contained in this Agreement required to be performed on or prior to the Effective Time and the representations and warranties of Newco contained in this Agreement shall be true in all material respects and as of the Effective Time (except as contemplated permitted by this Agreement) and the Company shall are received a certificate of the President or a Vice President of Newco, certifying to each of the foregoing effects
  - (b) The Company shall have received from Hill, Farrer & Burrill counsel for Newco, an opinion, dated the Effective Time, satisfactory to the Company, substantially to the effect that
    - (1) Newco is a corporation duly organized validly existing and in good standing under the laws of the State of California and has the corporate power to enter into and carry out this Agreement, to own all of its properties and assets and to carry out its business as it is then being conducted
    - (11) Newco has taken all requisite corporate action to approve and adopt this Agreement and this Agreement is a legally valid and binding agreement of Newco, enforceable in accordance with its terms (except as may be limited by bankruptcy, insolvency moratorium or other similar laws or by legal or equitable principles relating to or

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limi ing creditors rights generally and except as enrorceability of the indemnification provisions of Section 6 2 may be limited by the Federal securities laws)

- (111) the execution, delivery and performance of this Agreement by Newco and the consummation of the transactions contemptated by this Agreement will not constitute a breach, violation or default inder the Articles of Incorporation or By-Laws of Newco or to the best of the knowledge of such coursel under any statute judgment, order, injunction decree, regulation or permit of any court or governmental authorit, which is applicable to Newco
- (1v) assuming that the Company is fully and erfectively complied with all of the applicable provisions of the California General Corporation Law, the Merger, when consummated, will have been effected in accordance with the applicable provisions of that statute
- (v) other than sich as shall have been obtained, no permit, authorization, consent or approval of any public body or authority is necessary to the lawful consummation by Newco of the transactions contemplated by this Agreement
- Luch rounsel have participated in the preparation and filing of the Proxy Statement, and on the basis of the facts within their knowledge such counse, have no reason to believe that the Provy Statement or any amendment or supplement thereto 'except as to the financial statements and other financial and stacistical information contained therein and as to material relating to or supplied by the Company for use in the Proxy Statement or any amendment or supplement thereto as to which rounsel need not comment) at the time it was cleared for distribution contained any untrue statement of a material tact or omitted to state any materia, fact required to be stated therein or necessary to make statements therein not misleading

In rendering such opinion, such coursel may rely on certificates of officers and directors of Newco and of public officials

- Section 7 3 Conditions to Obligations of Newco to Effect the Merger The obligations of Newco to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions
  - ants and agreements contained in this Agreement required to be performed on or prior to the Effective Time and Newco shall have received a certificate of the President or a Vice President of the Company certifying that each of such covenants and agreements have been performed by the Company

- (1) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has the corporate power to enter into and carry out this Agreement, to own all of its properties and assets and to crry out its business as it is then being conducted
- (11) the Company has taken all requisite corporate action to approve and adopt this Agreement and this Agreement is a legally valid and binding agreement of the Company, enforceable in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium or other similar laws or by legal or equitable principles relating to or limiting credicors' rights generally, and except as enforceability or the indemnification provisions of Section 2 may be limited by the Federal securities laws)
- (1 t) the execution, delivery and performance of this Agreement by the Company, and the consummation of the transactions contemplated by this Agreement will not constitute a breach, violation or default under the Articles of Incorporation or By-Laws of the Company or, to the bet of the knowledge of such counsel under any statute, judgment order injunction, decree, regulation or permit of any court or governmental authority which is applicable to the Company
- (1/) assuming that Newco as fully and ef fectively complied with all of the applicable provisions of the California General Corporation Law, the Merger, when consummated, will have been effected in accordance with the applicable provided in statute
- (v) other than such as shall have been obtained, no permit, authorization, consent or approval of any public body or authority is necessary to the lawful consummation by the Company of the transactions contemplated by this Agreement
- (vi) such counsel have participated in the preparation and filing of the Proxy Statement, and on the basis of the facts within their knowledge, such counsel have no reason to believe that the Proxy Statement or any amendment or supplement ther of (except as to the firancial statements and other financial and statistical information contained therein and as to material relating to or supplied by New of or use in the Proxy Statement or any amendment or supplement thereto, as to which coursel need not comment) at the time it was cleared for distribution contained any untrue

statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make statements therein not misleading

In rendering such opinion, such counsel may rely on certificates of officer and directors of the Company and of public officials

#### JETICI & AIII

## Tern lation Amendment and Walver

Section 8 1 Termination This Agreement may be terminated at any time proof to the Effective Time, whether before or after approval by the shareholders of the Company,

- (a) by mutual consent of the Board of Directors of Newco, and the Board of Directors of the Company
- (b) by either the Company or Newco if there has been a material misrepresentation or breach of warranty on the part of the other party in the representations and warranties set forth in this Agreement
- (c) by either Newco or the Company if the Merger shall not have been consummated on or before April, 30, 1982
  - (d) by the Company if by the Effective Time any of the conditions specified in Sections 7 l and 7 2 have not been satisfied or waived by the Company
  - (e) by Newco if by the Effective Time any of the conditions specified in Sections ? 1 and 8 3 has not been satisfied or waived by Newco
  - (f) by either the Company or Newco if either shall have determined that the Merger has become inadvisable or impracticable by reason of the institution of any litigation or proceeding to restrain or prohibit (1) the consummation of transactions contemplated by this Agreement, (2) the ownership and operation by the Company after the Effective Time of all or any portion of its assets and business or to compel the Company to dispose of any portion of its business or assets, or (3) to obtain other relief in connection with this Agreement (exclusive, however, of any proceedings for appraisal for the fair value of Shares in connection with the Merger)
  - (g) by Newco if appraisal demands shall have been received with respect to 5 percent or more of the the shares outstanding on the record date for determining stockholders entitled to vote at the meeting of stockholders of the Company contemplated by Section 6 3

Section 8 2 Effect of Termination In the event of termination of this Agreement by either the Company

THE RESERVE THE PROPERTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE

or Newco, as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of either the Compary or Newco (or any of its subsidiaries) or their respective officers or directors (except as set forth in Section 6 4)

Section 8.3 Amerdment This Agreement may be amended by the parties hereto, by action taken by their respective Board of Directors at any time before or after approval hereof by the shareholders of the Company, but, after any such approval no amendment shall be made which changes the price to be paid for Shares or any of the principal terms of this Agreement, or in any way adversely affects the rights of such shareholders without the further approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto

Section 8 4 Extension Waiver At any time prior to the Effective Time, the parties hereto, by action taken by their respective Boards of Directors may (1) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (11) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (111) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

## ARTICLE IX

## Miscellaneous

Sect.on 9 l Non-Survival of Representations,
Warranties and Agreements All representations, warranties
and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall be deemed to be
conditions to the Merger and shall not survive the Merger
The sole right and remedy arising from a misrepresentation
or breach of warranty from the failure to perform any
promise or discharge any obligation hereunder or from the
failure of any of the conditions to be met shall be the termination of this Agreement by the aggrieved party

Section 9 2 Closing The closing of the transactions contemplated by this Agreement shall take place (1) at the offices of O'Melveny & Myers, 611 West 6th Sreet, Los Angeles, California at 10 00 am local time on the later of the day of the shareholders' meeting referred to in Section 6 3 or the day on which the last of the conditions set forth in Section 7 1(c) is fulfilled or waived or (11) at such other time and place as the parties hereto shall agree

Section 9 3 Notices All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice)

(b) If to the Company, addressed to the Company, at 17925 South Broadway, Gardena, California 90248 (with a copy to Yent V Graham, Esq , O Mel/eny & Myers, 1800 Century Park East, Los Angeles, California 90067)

Section 9 4 <u>Brokers</u> The Company and Newco each represents and warrants that no broker or finder is entitled to any brokerage or finder's fee or other commission based on agreements, arrangements or undertakings made by it in connection with the transactions contemplated hereby

Section 9 5 <u>Interpretation</u> The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

Section 9 6 <u>Miscellaneous</u> This Agreement (in cluding the documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof (b) is not intended to confer upon any other person any rights or remedies hereunder (c) shall not be assigned by operation of law or otherwise and (d) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California This Agreement may be executed in two or more counterparts which together shall constitute a single agreement

IN WITNESS WHEREOF, Newco and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above

ELIXIR MERGER CORP

Parana B Sahh

President and Secretary

ELIXIR INDUSTRIES

Ву

Jack E Dahl

Dresident

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Morton Fire tone

Secretary

#### CHRITFICA E O" MERGER

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## DIIXIR INDISTRILS

orton Fireston and Leslie oreau certify that

- l They are the duly elected and acting Executive Vice President and Assistant Secretary respectively of said corporation (hereinafter called this co poration )
- This certificate is attached to the Agreement and Plan of lerger dated as of January 22, 1982 providing for the merger of this corporation with Elixir Merger Corp
- Such merger has been approved by the board of directors of this corporation
- The principal terms of the Agreement and Pian of Merger in the form attached hereto were approved by this corporation by the vote of a number of shares of Common Stock the only class of capital stock of the corporation outstanding) which equaled or exceed d the vote required. The total number of outstanding shales of such Common Stock entitled to vote on the meiger was 4 473 312 shares in excess of 50% (at least 2 236 657 shares) of which were required by law to approve the merger and a majority of the shares held by Public Shareholders and voted on the mer e. were required by Section 7 1(a) of the Agreement and Plan o Merger to be voted in favor of the merger

Dated February 24 1982

forton Firestone

Executive Vice President

lie Moreau

Assistant Secretary

The undersigned Morton Firestone and Leslie Moreau the Executive Vice President and Assistant Secretary respectively of Elixir Industries each declares under penalty of perjury that the matters set out in the foregoing Certificate of Merger are true of his and her own knowledge

Executed at Gardena California on February 24

1982

Morton Firestone Executive Vice President

Leslie Moreau

Assistant Secretary

#### CERTIFICATE OF TERGER

OF

#### ELINIP * ERGER CORP

## Roland R Sanm certifies rat

- 1 He is the duly elected and acting President and Secretary of said corporation (here nafter called this corporation)
- 2 This cert ficate 1 attorned to the Agreement and Plan of Merger dated as of Januar, 22 1982 providing for the merger of this corporation with Elixir Industries
- 3 Such merger has been approved by the board of directors of t is corporation
- The principal terms of the Agreement and Plan of Merger in the form attac ed nereto were approved by this corporation be the vote of all of the outstanding shares of Common Stock (the only class of stock of this corporation outstanding). There were 10 shares of Common Stock outstanding entitled to vote thereon

Dated February 23 1°82

President and Secretary

The undersigned Roland P Sahn the President and Secretary of Elixir Merger Corp declares under penalty of perjuly that the matters set out in the foregoing Certificate of Marger are true of his own knowledge

Executed at Gardena California on February 23

1982

President and Secretary

O MELVENY & MYERS BOO CENTU P C T LOS GELES CALIFORT A 90067 1 rbluary *c*ert 10th 1 9 8 2 Faraser, Ex

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Ms Pat Weaver ParaSec Etc 1314 # Street Suite 203 Sacramento Calif 95314

> Re Flikir

Dear Pat

Enclosed is a copy of the Agreement and Plan of Merger which you had precieared with Bill Holden last week

Mr Gamsin believes that Section 1101 1 is rot applicable and that neither the unanimous consent of shareholders nor a permit is equired Nevico owns 1 746 979 (or approximately 39 1° of the outstanding Clixir stock) shares or common stock

Will you please verify with Mr Rolden that our interpretation meets with his approval

As always thanks so much

Very truly yours

Caroi I Brown Legal Assistant

clb Encl

## CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF

# ELIXIR INDUSTRIES (a California corporation)

Christopher A Sahm and Kelly Ann Laghaei certify that

- They are the President and Secretary respectively of Elixir Industries a California corporation (the Corporation)
- Article Sixth of the Articles of Incorporation as amended by that Certificate of Amendment of Articles of Incorporation filed with the Secretary of State on March 9 1973 is amended to read in its entirety as follows

<u>Sixth</u> The total number of shares which this corporation is authorized to issue is sixteen million (16 000 000) shares consisting of two classes designated respectively as preferred stock and common stock. The number of authorized preferred stock is one million (1 000 000) shares. The number of authorized common stock is fifteen million (15 000 000) shares. Upon the filing of this Certificate of Amendment each outstanding share of common stock is split up and converted into one thousand (1 000) shares of common stock.

- 3 The Corporation has only one class of shares outstanding and the Board of Directors alone is authorized to approve the foregoing amendment
- The foregoing amendment has been duly approved by the Board of Directors of the Corporation in accordance with Section 902(c) of the General Corporation Law of California

(SIGNATURE PAGE FOLLOWS)

We further declare under penalty of perjury under the law of the State of California that the matters set forth in this certificate are true and correct of our own knowledge

Dated February 20 2004

Christopher A Sahm President

Kelly Ann Laghaer Secretary